General Terms and Conditions of Sale 2026

The conditions governing the organization and sale of travel and tourism packages are governed by articles L. 211-1 et seq. and R. 211-1 et seq. of the French Tourism Code.

ARTICLE 1 - DEFINITIONS

The 'Association' means Centre du LAZARET. It is a member of the Cap France network. Its activities include selling stays and making spaces available in the holiday village it manages.

The " Customer " refers to any person using the Website to order any service offered by the Association, as well as any person on whose behalf an order has been placed.

An " Order " refers to any reservation made and validated by the Customer.

The " Special Terms and Conditions of Sale " refer to the contractual terms and conditions specific to each Order issued by the Association, which must be accepted by the Customer prior to any commitment on his part within the framework of an Order.

The "Contract" is the set of documents formalizing the reciprocal commitments agreed between the Association and the Customer: in particular, these General Terms and Conditions of Sale and the associated Special Terms and Conditions of Sale.

In accordance with the provisions of article L. 211-2 of the French Tourism Code, " Tourist Packages " refers to all services on sale on the Website that may combine transport and/or accommodation with another tourist service (provided that they represent a significant part of the package), all of which involve at least one overnight stay or a minimum duration of 24 hours.

The sale of a Tourist Package is offered at an all-inclusive price.

" Stay " or " Rental " refers to all other services for sale on the Site that do not constitute a Tourist Package within the meaning of the French Tourism Code.

" Partner " refers to any service provider providing services on behalf of the Association. This includes rental companies, sports clubs and event organizers (concerts, festivals, cruises, etc.).

" Service " refers to any service provided by the Association to the Customer, whether presented in its catalog or tailor-made on the basis of a specific, customized request.

ARTICLE 2 - SCOPE OF APPLICATION

2.1 These General Terms and Conditions of Sale apply to all Orders placed on the Website, through the telephone platform (the contact details of which are specified in Article 4), directly at the Association's reception premises, by post or by email. They also apply to any additional Services accepted by the Customer during their stay. These General Terms and Conditions of Sale apply to all Customers, whether making individual bookings (for a maximum of 9 people) or group bookings (for 10 people or more).

The sale of tourist services is governed in particular by the French Consumer Code and, more specifically, by Title 1 of Book II of the French Tourism Code concerning the organization of travel and tourism sales. stays. In accordance with article R. 211-12 of the French Tourism Code, articles R. 211-3 to R. 211-11 of the said Code are reproduced below.

These General Terms and Conditions of Sale are valid from 1 January 2026. This version cancels and replaces all previous versions.

The Customer is invited to read these General Terms and Conditions of Sale carefully. They are referenced by hypertext link on the Website before confirmation of the Order, in catalogs and brochures and in the Association's sales offices.

You are advised to download and/or print them and keep a copy. You are also advised to read these General Terms and Conditions of Sale before validating any new Order, as they may be modified at any time.

2.2 These General Terms and Conditions of Sale do not apply to the provision of services or supplies, not included in the Order, carried out within the framework of contracts concluded between the Customer and a third-party service provider (neither the Association nor one of its Partners) during the course of the Tourist Package or the Stay.

ARTICLE 3 - ASSOCIATION ORGANIZING TRIPS AND/OR HOLIDAYS

All Services covered by these General Terms and Conditions of Sale are organised (produced and/or distributed) by: Name: Centre du LAZARET. Legal form: Association. Address: 223 rue du Pasteur Lucien Benoit, 34200 SETE. Tel.: 04.67.53.22.47.

Email: info@lazaret-sete.com. SIRET registration number: 77608667000010. APE business activity code: 5520Z. Intra-community VAT number: FR62776086670.

The Association, as a member of the Cap France network, whose head office is located at 28 place Saint-Georges in Paris (75009), is, by extension :

Registered in the Atout France register of travel and tourism operators, under number IM075110087

- Covered by the financial guarantee of UNAT and its professional liability insurer, policy No. 98480t/8738197, pursuant to sections II to III of Article L.211-18 of the French Tourism Code.

The Association holds professional liability insurance for its tourism activity in accordance with Articles R.211-35 et seq. of the French Tourism Code with MAIF, Résidence Vivaldi, 9 rue Maréchal Foch, 63000 CLERMONT FERRAND.

ARTICLE 4 - CUSTOMER INFORMATION

4.1 - Information prior to entering into the Contract

The information and visuals appearing on the various communication media (brochures, catalogs, website, etc.) of the Association and/or the Cap France network, may be subject to change. to the Customer's knowledge prior to the conclusion of the Contract.

The Association, acting on behalf of any Partners, makes every effort to provide photos, illustrations and maps giving the Customer an overview of the Services offered and their degree of comfort.

However, as the said visuals cannot exactly reflect the content of the Services, the Customer may request further information from the Association on the characteristics of the said Services by telephone Tel. 04 67 53 22 47 (toll-free call) or by e-mail: info@lazaret-sete.com

It is expressly agreed that certain activities offered by the Association or one of its Partners are not necessarily available depending on the season and/or are subject to a minimum number of participants.

4.2 - Information prior to commencement of Services

The Association undertakes to provide the Customer, at least ten (10) days prior to the planned date of departure, with information such as the name, address and telephone number of the main site where the Services are to be performed or, failing this, the names, addresses and telephone numbers of local organisations likely to be able to help the Customer in the event of difficulty or, failing this, the telephone number enabling contact to be made with the Association as a matter of urgency.

ARTICLE 5 - NO RIGHT OF WITHDRAWAL

The Customer is hereby informed that, in application of articles L. 121-16-1 and L. 121-21-8 12° of the French Consumer Code, in the case of tourist packages, accommodation services (other than residential accommodation), goods transport services, vehicle rental, catering or leisure activities that must be provided on a specific date or during a specific period, the Services offered by the Association are not subject to the right of withdrawal provided for in articles L. 121-21 et seq. of the French Consumer Code concerning distance selling.

ARTICLE 6 - CONTRACT FORMATION

All Orders are reserved for Customers who have read these General Terms and Conditions of Sale in their entirety, as well as the Special Terms and Conditions specific to each Order, and accepted them by clicking on the Website, or, where applicable, with one of the Association's sales agents, by telephone or at one of its physical sales outlets.

The Contract formed under the conditions specified in Article 7.2.3 below binds the Customer and all participants identified in the booking. They unreservedly accept these Terms and Conditions of Sale and any Special Conditions, on their own behalf and on behalf of the persons for whom they are responsible, and undertake to comply with all instructions and guidelines relating to the Order contained in any document or instruction issued by the Association.

It is the responsibility of the person making the booking to ensure that all participants are aware of and accept these conditions and obligations.

ARTICLE 7 - ORDERING AND CONTRACTING PROCEDURES

7.1 - Valid booking conditions

For all reservations, regardless of the medium, the customer must be at least 18 years old (or an emancipated minor) and legally capable of entering into a contract. The Customer guarantees the truthfulness and accuracy of the information he/she provides to make a reservation, whether this data concerns him/herself directly or another participant in the Services.

Any fraudulent act in this context, or which contravenes the terms of the Contract, may result in the Association refusing at any time to allow the Customer to finalize his Order, to access the Services concerned and/or in legal proceedings.

7.2 - Conclusion of the Contract by electronic means

7.2.1. Once the Contract has been validly entered into, it is archived by the Association on a data storage medium, in compliance with the legal time limit.

7.2.2. Compliance with the steps for the remote conclusion of the Contract, listed below, is a mandatory condition for the conclusion of the Contract by electronic means. Failing this, the Contract is not binding and the Association is free not to perform the Services concerned.

Steps involved in concluding the Contract electronically :

- The Customer carries out a search on the Website;

Following this request, one or more offers of Services are communicated to the Customer. The Customer is also informed of the non-application of the right of withdrawal in the case of distance selling, and of the cancellation conditions applicable to the said Services;

The Customer confirms his choice by clicking on the desired Service. The Customer must provide a valid e-mail address and undertake to Consult regularly.

- A summary of all choices, including the date and total price of the Service or Services, enables the Customer to check the details of their Order.

- The Customer must ensure that all displayed information corresponds to their wishes (nature of the Services, date, time, type and address of the stay, price, identity and age of participants, etc.). Having expressly accepted these General Terms and Conditions of Sale and any applicable Special Conditions, the Customer may confirm the Order and make payment by clicking the purchase button. The Contract is then validly concluded.

The Association, in its own name and in the name of its Partners, will send the Customer, as soon as possible after the Order has been placed, by e-mail, an acknowledgement of receipt confirming the said Order and including its essential elements such as the identification of the Service ordered, the price and the quantities. Any modification of this information is specified in article 9.

The Customer must contact the Association if he has not received an Order confirmation within five (5) days of entering into the Contract.

ARTICLE 8 - PRICES AND PAYMENT TERMS

8.1 - General provisions

Prices are stated in euros, inclusive of VAT.

The descriptions of the Services specify the items included in the price. The price includes all taxes (except tourist tax), administration fees and related service costs.

In addition, in general, and unless expressly stated otherwise, the price does not include all expenses of a personal nature incurred by the Customer, or ancillary to the Order, in particular insurance or additional activities taken out with third parties as specified in article 2.2, and more generally any service not expressly included in the booking confirmation.

The price reductions and promotional offers indicated on the Site, brochures and other documents of the Association are, unless otherwise indicated in writing, not cumulative for the same Order.

8.2 - Price changes

The prices of the Services have been determined on the basis of the economic conditions prevailing at the date of the Order.

The Association reserves the right to modify prices at any time up to the date of confirmation of the Order.

Prices may also be revised after confirmation if charges or taxes relating to the Services included in the Order change or are introduced. In that case, the Association reserves the right to adjust the total amount of the Order by applying the percentage change of the item concerned. The Customer will be informed in writing of any price increase and may either cancel or accept the change under the conditions specified in Article 9.

Any request to change facilities, accommodation or meeting rooms, or to add entertainment services, made less than one month before the event will be charged at the applicable rates.

8.3 - Advance payments

8.3.1 Advance payments for Orders of individual Services. For any Order confirmed more than 30 days before the departure date (excluding that date), an advance payment of 30% of the total price inclusive of tax is paid by the Customer on the date the Contract is concluded.

The balance of the order must be paid no later than 30 days before the scheduled departure date.

8.5.2 Advance payments for Orders of group Services

** For bookings made at least 12 months before the start of the stay: a 30% advance payment on signing the Contract, followed by two payments of 40% and 30% of the price of the stay respectively. The second payment of 40% is due 60 days before the stay and the third payment of 30% is due 30 days before the start of the stay.

** For bookings made less than 30 days before the start of the stay: full payment is required upon acceptance of the quotation.

The customer must pay the balance 30 days before the start of the stay, without any reminder from the establishment. In addition to the price of your stay, you may be required to pay any tourist tax levied by local authorities.

8.6 - Terms of payment

Payments are made by bank card or holiday vouchers when completing the Order on the Website, and online through the PayBox platform.

For bookings made at the Association's reception premises or by post, payments may be made by bank card, bank transfer, cheque,

cash or ANCV holiday vouchers.

Cheques must be made payable to the Association for the amount of the Order inclusive of tax, with the booking number written on the back. Without prejudice to the Customer's right to cancel the Order under these terms, the Customer may not cancel a payment order made by bank card or cheque.

The Customer guarantees the Association that he/she is the holder of the means of payment used and that he/she has sufficient funds to cover payment of the Order in full.

If, for any reason whatsoever, it is impossible to debit the sums due in settlement of the said Order, the purchase process will be cancelled.

8.7 - Transaction security

To secure the Customer's transactions, particularly on the Website, and prevent bank card fraud, the information transmitted in connection with the Order is analysed automatically to achieve the highest possible level of reliability. Secure online bank card payment is available through PayBox.

For this reason, the Association may ask the customer, by e-mail, to provide proof of identity and address, in order to protect itself against fraudulent transactions. By providing this proof, the Association guarantees greater security, by ensuring that the Customer is indeed the owner of the bank card used.

In the case of orders placed by cheque or any other means of payment, the customer may also be asked to provide proof of identity of the cheque holder, in order to guarantee maximum transaction security.

8.8 - Conditions for reimbursement by the Association

Unless otherwise specified by the Association, refunds due to the Customer are made by bank transfer.

In the case of payment by ANCV cheque, the customer is also reimbursed by cheque or bank transfer.

ARTICLE 9 - ORDER CANCELLATION/MODIFICATION

9.1 - General provisions

No refund or reduction in price is due by the Association for late arrival, early departure or absences by the customer during the stay. In addition, the waiver by the Customer of a Service or one of its elements may not be the subject of any reimbursement or consideration by the Association.

Any total cancellation of an Order entails termination of the Contract.

9.2 - Order cancellation/modification by the Association

The conditions for cancellation and modification of the Order by the Association are specified in articles R.211-9 et seq. of the French Tourism Code, reproduced below. The Association reserves the right to cancel any Event if the minimum number of participants is not met. Where applicable, the activities concerned will be specified in at least one of the Association's information documents (catalog, brochure, contractual documents, etc.). Where applicable, the Customer will be informed of the cancellation of the Services concerned no later than twenty-one (21) days before the start of the holiday.

In accordance with Article R.211-9 of the French Tourism Code, a price increase exceeding 10% of the price stated in the Contract is considered substantial.

In the event of modification of the Contract before the departure of the Customer, the request for cancellation or acceptance of the modification must be notified to the Association by any written means allowing acknowledgement of receipt (registered letter, fax, e-mail, etc.) within seven (7) days of receipt by the Customer of the information on the said modification.

Any Contract concluded through fraudulent use of the Site by the Customer or through the use of data not belonging to the Customer shall be cancelled by the Association, without any refund to the Customer and without prejudice to any legal action by the Association.

9.3 - Modification of Orders by the Customer

Reservations can be modified via the Association's call center or at the reception desk:

By phone 04 67 53 22 47

- By email: info@lazaret-sete.com

At the association reception desk Any modification must be confirmed by the customer by e-mail or post.

For any reservation of a Service corresponding to an all-inclusive price per night, for a maximum number of people and not per person, the modification of the number of people downwards or upwards, within the limit of the number of people authorized by the Association, will in no case entail modification of the price according to this change. Only the cancellation of all Services will result in the reimbursement of the latter, subject to the stipulations of article 9 of the present General Terms and Conditions of Sale.

9.4 - Order cancellation by the Customer

Cancellation insurance is available and must be taken out at the time of the initial booking. The reference time zone for calculating any refunds due to cancellation or modification is UTC+1.

9.5 - Cancellation of an Order for Individual Services

If the Customer cancels their entire Order of individual Services, the price or advance payment paid (excluding administration fees retained by the Association) will be refunded under the following conditions:

Cancellation more than 60 days before the start of your stay	A cancellation fee of 30% of the total cost of your stay will be charged.
Cancellation between 59 and 30 days before the start of the stay	Cancellation fees amount to 70% of the total cost of the stay.
Cancellation less than 29 days before the start of your stay	The entire stay is due.

No refunds will be made for late arrivals, early departures or absences during the stay.

9.6 - Cancellation of an Order for Group Services

If the Customer cancels their entire Order of group Services for any reason whatsoever, including force majeure, termination of the Contract results in the following charges, payable solely by the Customer:

120 days or more before arrival:	Cancellation charges amount to 30% of the total price of the stay.
Between 119 and 60 days before arrival:	70% of the total price of the stay is charged.
Between 59 days before arrival and the arrival date:	100% of the total price of the stay is charged, based on the stated number of participants.

Any additional request to change Services must be made in writing and is subject to written confirmation from the department concerned. Such changes will incur an additional charge.

No reduction in the invoice or refund will be granted for late arrival, early departure or absences during the stay. Final headcount must be confirmed in writing to the village no later than the date the contract is signed.

ARTICLE 10 - TRANSFER OF CONTRACT

Under Article R211-7 of the French Tourism Code, and subject to the Association's written acceptance, the Customer may transfer their Contract to an assignee meeting the same requirements to receive the Services, in particular the same accommodation type, number of participants, children's age groups and activities. The transferring Customer must notify the Association by a means allowing acknowledgment of receipt (registered letter, email, etc.) no later than 7 days before the start of the stay, excluding the departure date, and provide the documents concerning the transfer of the Contract.

The Association reserves the right not to accept the said assignment for reasons relating to conditions not fulfilled by the assignee or for failure to present the relevant supporting documents.

In the event of failure to comply with the aforementioned conditions for the transfer of Services, the Association may decide not to accept the said transfer and to charge the person presented as the transferee for the full amount of the Services concerned.

ARTICLE 11 - PERFORMANCE OF SERVICES

11.1 - Occupancy of accommodation space

Accommodation is available only from 16:00 on the arrival date and must be vacated before 10:00 on the departure date, regardless of the arrival or departure time of the transport used by the Customer to reach the accommodation, whether included in the tourist package or not. Failure to vacate on time may result in a late check-out charge at the advertised public rate.

In the event of any change to these times, the Association will provide the Customer with the departure and arrival times in good time before the start of the trip or holiday.

Although the accommodation covered by the Order has a night reception, we recommend notifying reception staff in advance of a late arrival.

Pets are permitted in July and August, subject to a supplement, in the Association's holiday villages and other accommodation sites, both indoors and outdoors. Customers must enquire in advance and submit any request for an exemption in writing within a reasonable period before the Services begin.

11.2 - Meals

When meals are included in the Contract, their number depends on the number of overnight stays.

It is also expressly agreed that full board starts with the meal preceding the first night and ends with breakfast following the last night of accommodation for stays of 8 days/7 nights. Full board includes breakfast, lunch and dinner.

Half board starts with the meal preceding the first night and ends with breakfast following the last night of accommodation.

Please note - included items:

- Bed linen and towels

- Towels are not provided for school groups or sports groups. Additional charges:

- Corkage fee

- Lost key or access card

- Additional cleaning

- Charge for failing to vacate by 10:00

ARTICLE 12 - LIABILITY

12.1 - Liability of the Association

- The Association cannot be held liable for any anomaly or error occurring on the Website or the telephone exchange in the event of malfunctions on the Customer's sites, software or terminals, or on the part of any other party.

In no event shall the Association be liable for any foreseeable or unforeseeable damages, whether material or immaterial (including, without limitation, loss of profits or opportunity, etc.) arising out of the use or total or partial inability to use the Website or the telephone platform.

12.2 - As part of the performance of the Services

In accordance with the provisions of article L.211-16 of the French Tourism Code, the Association is fully liable to you for the proper performance of the obligations resulting exclusively from the Customer's Order, whether these obligations are to be performed by the Association itself or by other service providers. Partners, without prejudice to its right of recourse against them.

The Association is subject to common law civil liability (Article 1240 of the French Civil Code) for all services not falling within the scope of the Services defined in Article L.211-1 of the French Tourism Code.

Activities and/or transport carried out as part of the holiday and giving rise to the conclusion of a contract between the customer and an external service provider are the responsibility of the said service provider. Under no circumstances may the Association be held liable in this respect.

The Association cannot be held responsible for theft and/or vandalism committed during a Service. The customer's personal objects and valuables must be placed under the customer's surveillance for the duration of the stay/package.

12.3 - Customer's liability

It is the customer's responsibility to check that the computer configuration used is virus-free and in perfect working order.

The Customer is financially responsible for use of the Website and telephone booking service, both in their own name and on behalf of third parties, including minors, unless they can demonstrate fraudulent use not resulting from any fault or negligence on their part.

The Association is subject to common law civil liability (Article 1240 of the French Civil Code) for all services not falling within the scope of the Services defined in Article L.211-1 of the French Tourism Code.

Activities and/or transport carried out as part of the holiday and giving rise to the conclusion of a contract between the customer and an external service provider are the responsibility of the said service provider. Under no circumstances may the Association be held liable in this respect.

The Association cannot be held responsible for theft and/or vandalism committed during a Service. The customer's personal objects and valuables must be placed under the customer's surveillance for the duration of the stay/package.

12.4 - As part of the performance of the Services

The Customer, as well as all participants concerned by the Order, undertake to comply with these General Terms and Conditions of Sale, any Special Terms and Conditions of Sale, as well as all instructions and guidelines relating to the performance of the Services set out in a brochure/catalogue, on the Website or issued orally by the Association and all its staff, and to behave in a safe, respectful and courteous manner throughout the performance of the Services. In the event that the attitude of the Customer or that of one of the above-mentioned participants is likely to cause harm, danger or disturbance to one of the Association's employees, to other customers or to any third party in general, the Association reserves the right, at its sole discretion, to terminate the Customer's stay at any time.

In this case, the Customer will not be entitled to any reimbursement or compensation for the early termination of the Order. The Association also reserves the right to claim reimbursement from the Customer for any costs incurred as a result of such action, without prejudice to the right to seek legal redress for any damages incurred. In addition, the Customer may be asked to pay a deposit before or on the first day of the Services. The amount of this deposit depends on the services included in your Order. If applicable, this amount is indicated in the Special Conditions of Sale.

12.5 - Dependent liability

Any person dependent on the Customer, and in particular any non-emancipated minor, taking part in the Services must be accompanied by one or both parents or their legal guardian.

ARTICLE 13 - INSURANCE

No compulsory insurance is included in the Services offered by the Association.

The Customer is responsible for taking out any other insurance, including cancellation/interruption insurance or

repatriation assistance. Optional cancellation insurance is offered for the Services sold. The Association is insured with the company PM conseil, 1 rue du Languedoc CS45001/91222 BRETIGNY SUR ORGE. The terms and conditions of cancellation/interruption insurance, including the covered events, are set out in the booklet enclosed with the booking contract. The Customer must take out any insurance necessary and/or compulsory for the Services. In particular, they must hold civil liability insurance covering themselves and the persons for whom they are responsible.

ARTICLE 14 - FORCE MAJEURE

Force majeure is defined under French law as strikes by the Association's staff and/or the staff of one of its partners, major events, unforeseeable and irresistible weather conditions at the time of booking (storms, etc.), hydrological conditions (floods, etc.) and exceptional geographical conditions.

The Association reserves the right to cancel any Order in the event of force majeure leading to a definitive impediment. In the event of force majeure temporarily preventing the execution of the Order, the latter shall be suspended and the Association reserves the right to modify the date and/or content and/or place of execution, unless the resulting delay justifies termination of the Contract.

For the application of the present Article, force majeure is understood to mean any event or fact that the parties could not reasonably foresee and control at the time of booking due to its external, unforeseeable and irresistible nature. Cases of force majeure, in addition to those recognized by French courts and tribunals, include total or partial strikes, whether internal or external to the association, terrorism, wars or uprisings, bad weather, epidemics, blockage of means of transport or supply for any reason whatsoever, earthquakes, fire, storms, floods, water damage, computer system breakdown paralyzing the normal pursuit of business by a Party.

In any event, total or partial non-performance of the Services, due to force majeure, shall not give rise to any reimbursement or damages on the part of the Association.

ARTICLE 15 - INFORMATION AND COMPLAINTS

Complaints arising during performance of the Contract must be made as soon as possible after the failure is identified, to the Association and, where applicable, any other service provider concerned, so that a solution can be sought promptly. Any complaint made after performance must be sent to the Association and the provider concerned no later than 1 month after completion of the Service, using the contact details in Article 3.

Complaints must be sent by any means that allows the Association to acknowledge receipt.

In this context, the customer must respect the personal and confidential nature of all correspondence with the Association.

If no satisfactory response is received, the Customer may refer the matter to the Tourism and Travel Mediator within the statutory time limits. Contact details and referral procedures are available at www.mtv.travel. The complaint form is available at http://mtv.travel/Formulaire-mtv.pdf.

ARTICLE 16 - GENERAL DATA PROTECTION REGULATION

16.1 All orders will be recorded in a computer file which can be accessed by the Customer upon request to the following address: center du LAZARET 223 rue du pasteur Lucien Benoit 34200 SETE

16.2. Personal data that may be collected by the association is processed for the purpose of carrying out communication operations and providing services. This personal data, as well as data relating to information and service provision operations, may be processed for the purposes of monitoring and improving the partnership relationship, as well as in the context of anti-fraud measures and in application of legislation to combat money laundering and the financing of terrorism.

16.3. This data may be used to personalize offers and send information on services offered or distributed by the association. The persons concerned have the right to access, rectify, oppose and delete their personal data, as well as the possibility of defining specific directives relating to the conservation, deletion and communication of this data after death. They may exercise these rights at any time by sending their request to the webmaster, whom they can contact by going to the assistance tab in their personal area. Data is kept for the time necessary to achieve the above-mentioned purposes, and for the duration of any applicable regulations.

ARTICLE 17 - APPLICABLE LAW AND JURISDICTION

The present General Terms and Conditions of Sale, as well as all parts of the Contract, including in particular the Special Terms and Conditions of Sale, are governed by French law. Any dispute relating to the interpretation and/or application of these enforcement is a matter for the competent French courts.

ARTICLE 18 - IMAGE RIGHTS

18.1 The Centre du LAZARET association reserves the right to use photos taken during a stay (publications, paper, electronic and web media, website, exhibitions, slide shows, photo CDs given to participants, etc.).

18.2 If the family or legal representative does not wish one of the participants to appear in the said photos, it is necessary to send the association a written refusal at least 8 days before the start of the stay.

ARTICLE 19 - MISCELLANEOUS

19.1 The fact that the Association does not, at one time or another, invoke one of the provisions of these General Terms and Conditions of Sale or, more generally, one of the parts of the Contract, shall not be interpreted as a waiver by the latter of its right to invoke such provision(s) at a later date.

Should any provision of the Contract or any of its constituent parts be declared null and void or ineffective, it shall be deemed unwritten, without affecting the validity of the other provisions, unless the provision declared null and void or ineffective was essential and decisive for the performance of the said Contract.

19.2 It is further expressly agreed that, except in the event of manifest error by the Association, data stored in the Association's information system has evidential value concerning Orders placed and performance of the parties' obligations. Computer or electronic data retained by the Association, when produced as evidence in litigation or other proceedings, is admissible, valid and enforceable under the same conditions and with the same evidential force as any document drawn up, received or retained in writing.

EXTRACT FROM THE FRENCH TOURISM CODE

The brochure or catalog as well as the Order summary proposal, exchanged on paper or by electronic means, constitute the prior information referred to in article R. 211-4 of the French Tourism Code.

Article R. 211-3

" Subject to the exclusions set out in the third and fourth paragraphs of article L. 211-7, all offers and sales of travel or holiday services must be accompanied by appropriate documents that comply with the rules set out in this section. In the case of the sale of air tickets or scheduled airline tickets not accompanied by services related to such transport, the seller shall issue the purchaser with one or more tickets for the entire journey, issued by or under the responsibility of the carrier. In the case of transportation on demand, the name and address of the carrier, on whose behalf the tickets are issued, must be mentioned. Separate billing of the various elements of a single tourist package does not subtract the seller's obligations under the regulatory provisions of this section.

Article R. 211-3-1

“The exchange of pre-contractual information or the provision of contractual terms and conditions shall be in writing. They may be made by electronic means under the conditions of validity and exercise provided for in articles 1127 to 1227-6 of the Civil Code. The name or company name and address of the seller are mentioned, as well as his registration in the register provided for in “a” of article L. 141-3 or, where applicable, the name, address and registration details of the federation or union mentioned in the second paragraph of article R. 211-2. ”

Article R. 211-4

” Prior to the conclusion of the contract, the seller must provide the consumer with information on the prices, dates and other components of the services provided in connection with the trip or stay, such as :

1° The destination, means, characteristics and categories of transport used;

2° The type of accommodation, its location, its level of comfort and its main features, its certification and tourist classification in accordance with the regulations or customs of the host country;

3° Catering services

; 4° A description of the itinerary in the case of a tour;

5° Administrative and health formalities to be completed by nationals or citizens of another Member State of the European Union or of a State party to the Agreement on the European Economic Area, in particular when crossing borders, and deadlines for completion;

6° Visits, excursions and other services included in the package or available at extra cost;

7° The minimum or maximum group size required for the trip or holiday and, if the trip or holiday is subject to a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the trip or holiday; this date may not be less than twenty-one days before the Departure Date;

8° The amount or percentage of the price to be paid as a deposit on conclusion of the contract and the schedule for payment of the balance;

9° Price revision terms and conditions as provided for in the contract in application of article R. 211-8 ;

10° Contractual cancellation conditions ;

11° The cancellation conditions defined in articles R. 211-9, R. 211-10 and R. 211-11 ;

12° Information concerning the optional subscription of an insurance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain specific risks, in particular repatriation costs in the event of accident or illness;

13° When the contract includes air transport services, the information, for each leg of the flight, provided for in articles R. 211-15 to R. 211-18.

Article R. 211-5

” The prior information given to the consumer is binding on the seller, unless the seller has expressly reserved the right to modify some of the information. elements. In this case, the seller must clearly indicate the extent to which this modification can be made, and on which elements. In any event, changes to the prior information must be communicated to the consumer before the contract is concluded. “

Article R. 211-6

” The contract concluded between the seller and the buyer must be in writing, drawn up in duplicate, one of which is given to the buyer, and signed by both parties. When the contract is concluded electronically, articles 1125 to 1127-6 of the French Civil Code apply. The contract must include 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 or destinations of the journey and, in the case of a split holiday, the different periods and their dates;

3° Means, characteristics and categories of transport used, dates and places of departure and return;

4° The type of accommodation, its location, level of comfort and main features, and its tourist classification under the regulations or customs of the host country;

5° Catering services offered

; 6° The itinerary in the case of a tour;

7° Visits, excursions or other services included in the total price of the trip or stay;

8° The total price of the services invoiced as well as an indication of any revision of this invoicing pursuant to the provisions of article R. 211-8 ;

9° Indication, where applicable, of fees or taxes relating to certain services, such as landing, disembarkation or embarkation taxes in ports and airports, and tourist taxes when they are not included in the price of the service(s) provided;

10° The schedule and terms of payment of the price; the last payment made by the purchaser may not be less than 30% of the price of the trip or holiday and must be made when the documents enabling the trip or holiday to take place are handed over;

11° Any special conditions requested by the purchaser and accepted by the seller;

12° The procedures by which the purchaser may submit a complaint to the seller for non-performance or improper performance of the Contract. The complaint must be sent to the seller as soon as possible by a means allowing acknowledgment of receipt and, where applicable, notified in writing to the travel organiser and service provider concerned;

13° The deadline for informing the purchaser in the event of cancellation of the trip or holiday by the vendor in the event that the trip or holiday is linked to a minimum number of participants, in accordance with the provisions of 7° of article R. 211-4 ;

14° Contractual cancellation conditions ;

15° The cancellation conditions stipulated in articles R. 211-9, R. 211-10 and R. 211-11 ;

16° Details of the risks covered and the amount of cover under the insurance contract covering the consequences of the seller’s professional civil liability;

17° Information concerning the insurance contract covering the consequences of certain cases of cancellation taken out by the buyer (policy number and name of insurer), as well as information concerning the assistance contract covering certain risks. special expenses, in particular repatriation costs in the event of accident or illness In this case, the seller must provide the buyer with a document specifying at least the risks covered and the risks excluded; 18° The deadline for informing the seller in the event of transfer of the contract by the buyer;

19° A commitment to provide the buyer with the following information at least ten days before the scheduled departure date:

- The name, address and telephone number of the seller’s local representative or, failing that, the names, addresses and telephone numbers of local organisations able to assist the consumer in difficulty or, failing that, the telephone number for urgent contact with the seller;

- For trips and stays abroad involving minors, a telephone number and address allowing direct contact with the child or the person responsible for their stay;

20° A clause providing for cancellation and reimbursement without penalty of sums paid by the buyer in the event of non-compliance with the obligation to provide the information specified in 13° of article R. 211-4;

21° An undertaking to provide the purchaser with departure and arrival times in good time before the start of the trip or holiday. “

Article R. 211-7

” The purchaser may assign his contract to an assignee who meets the same conditions as he does for the trip or stay, as long as the contract has not produced any effect. Unless provisions more favourable to the assignor apply, the assignor must inform the seller of his decision by any means capable of producing an acknowledgement of receipt no later than seven days before the start of the trip. In the case of a cruise, this period is extended to fifteen days. Under no circumstances is this transfer subject to prior authorization by the seller. “

Article R. 211-8

” When the contract includes the express possibility of revising the price, within the limits stipulated in article L. 211-12, it must mention the precise methods for calculating price variations, both upwards and downwards, and in particular the amount of transport costs and related taxes, the currency or currencies that may have an impact on the price of the trip or stay, the portion of the price to which the variation applies, and the exchange rate of the currency or currencies used as a reference when establishing the price appearing in the contract. “

Article R. 211-9

” When, before the buyer’s departure, the seller is obliged to make a change to one of the essential elements of the contract, such as a significant increase in price, and when he fails to comply with the obligation to provide the information mentioned in 13° of article R. 211-4, the buyer may, without prejudice to any claims for compensation for any damage suffered, and after having been informed by the seller by any means capable of producing an acknowledgement of receipt :

-cancel the contract and obtain immediate reimbursement of the sums paid, without penalty;

-or accept the modification or substitute trip proposed by the seller; an amendment to the contract specifying the modifications made is then signed by the parties; any reduction in price is deducted from any sums still owed by the buyer and, if the payment already made by the latter exceeds the price of the modified service, the overpayment must be returned to him before the date of his departure “.

Article R. 211-10

” In the case provided for in article L. 211-14, when the seller cancels the trip or holiday before the purchaser’s departure, he must inform the purchaser by any means enabling him to obtain an acknowledgement of receipt; the purchaser, without prejudice to any claims for compensation for any damage suffered, obtains from the seller immediate reimbursement, without penalty, of the sums paid; in this case, the purchaser receives compensation at least equal to the penalty he would have incurred if the cancellation had been made by him on that date. The provisions of the present article shall in no way prevent the conclusion of an amicable agreement for the purpose of the buyer’s acceptance of a substitute trip or stay proposed by the seller. “

Article R. 211-11

” When, after the buyer’s departure, the seller finds himself unable to provide a preponderant part of the services provided for in the contract, representing a significant percentage of the price paid by the buyer, the seller must immediately take the following measures, without prejudice to any claims for compensation for damages suffered:

-either offer services to replace those originally planned, bearing any additional cost, and, if the services accepted by the buyer are of a lower quality, reimburse the buyer for the price difference upon their return;

-or, if it cannot offer any replacement service or if these are refused by the purchaser for valid reasons, provide the purchaser, at no extra cost, with tickets for the return journey under conditions that can be deemed equivalent to the place of departure or to another place accepted by both parties. The provisions of the present article apply in the event of non-compliance with the obligation set out in 13° of article R. 211- 4.