



360° TRAVEL

SURF

In accordance with article R.211-12 of the Tourism Code, the brochures and travel contracts offered by travel agents to their customers must include in extenso the following general conditions from articles R.211-3 to R.211-11 of the Tourism Code.

GENERAL CONDITIONS OF SALE

In accordance with articles L.211-7 and L.211-17 of the Tourism Code, the provisions of articles R.211-3 to R.211-11 of the Tourism Code, the text of which is reproduced below, are not applicable to the reservation or sale of transport tickets that are not part of a tourist package.

The brochure, the estimate, the proposal, the program of the organizer constitute the prior information referred to in article R.211-5 of the Tourism Code. Therefore, in the absence of provisions to the contrary on the front of this document, the characteristics, special conditions and prices of the trip as indicated in the brochure, the estimate, the proposal of the organizer, will be contractual upon signature of the registration form.

In the absence of a brochure, quote, program and proposal, this document constitutes, before its signature by the buyer, the prior information referred to in article R.211-5 of the Tourism Code. It will be null and void if it is not signed within 24 hours of its issue.

In the event of a contract transfer, the transferor and/or the transferee are required to pay the resulting costs. When these costs exceed the amounts displayed in the point of sale and those mentioned in the contractual documents, the supporting documents will be provided.

360° Surf Travel has taken out an insurance policy with HISCOX Europe Underwriting Limited, whose head office is located in St. Helen's, London, guaranteeing its Professional Liability.

Extract from the Tourism Code.

Article R.211-3 :

Subject to the exclusions provided for in the third and fourth paragraphs of Article L. 211-7, any offer and sale of travel services or stays must be accompanied by appropriate documents that comply with the rules defined by this section. In the case of the sale of air tickets or tickets for scheduled air travel not accompanied by services related to such travel, the seller shall issue the purchaser with one or more tickets for the entire trip, issued by the carrier or under its responsibility.

In the case of transportation on demand, the name and address of the carrier, on whose behalf the tickets are issued, must be stated.

The separate invoicing of the various elements of the same tourist package does not exempt the seller from the obligations imposed on him by the regulatory provisions of this section.

Article R.211-3-1:

The exchange of pre-contractual information or the provision of contractual conditions is carried out in writing. They may be made by electronic means under the conditions of validity and exercise provided for in articles 1369-1 to 1369-11 of the Civil Code. The following are

mentioned the name or company name and address of the seller as well as the indication of its registration in the register provided for in a of article L. 141-3 or, where applicable, the name, address and indication of the registration of the federation or union mentioned in the second paragraph of article R. 211-2.

Translated with www.DeepL.com/Translator (free version) Article R.211-4 :

Prior to the conclusion of the contract, the seller must communicate to the consumer information on the prices, dates and other elements 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 characteristics, its approval and its tourist classification in accordance with the regulations or customs of the host country;

5° The administrative and health formalities to be completed by nationals or by citizens of another Member State of the European Union or of a State party to the Agreement on the European Economic Area in the event of border crossings, as well as the time required to complete them; 6° The visits, excursions and other services included in the package or possibly available at an additional cost;

7° The minimum or maximum size of the group allowing the trip or stay to be carried out as well as, if the trip or stay is subject to a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the trip or stay; this date may not be set at less than twenty-one days before departure; 8° The amount or percentage of the price to be paid as a deposit on conclusion of the contract as well as the schedule for payment of the balance; 9° The terms for revising prices as provided for in the contract pursuant to article R. 211-8; 10° The 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 the costs of repatriation in the event of accident or illness; 13° When the contract includes air transport services, the information, for each flight section, provided for in articles R. 211-15 to R. 211-18.

Article R.211-5 :

The preliminary information made to the consumer engages the salesman, unless in this one the salesman did not reserve expressly the right to modify certain elements of it. The seller must, in this case, clearly indicate to what extent this modification can intervene and on which elements.

In any case, the modifications made to the prior information must be communicated to the consumer before the conclusion of the contract.

The contract concluded between the seller and the buyer must be in writing, established in duplicate, one of which is given to the buyer, and signed by both parties. When the contract is concluded by electronic means, articles 1369-1 to 1369-11 of the civil code are applied. The contract must include the following clauses:

1° The name and address of the seller, his guarantor and his insurer as well as the name and address of the organizer; 2° The destination or destinations of the trip and, in the case of a split stay, the different periods and their dates;

3° The means, characteristics and categories of transport used, the dates and places of departure and return; 4° The type of accommodation, its location, its level of comfort and its main characteristics and its tourist classification according to the regulations or customs of the host country;

5° The catering services offered; 6° The itinerary in the case of a tour; 7° The 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° The indication, if applicable, of fees or taxes related 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 cannot be less than 30% of the price of the trip or stay and must be made when the documents allowing the trip or stay to be carried out are handed over; 11° The special conditions requested by the purchaser and accepted by the vendor; 12° The methods by which the purchaser may submit a complaint to the vendor for non-performance or poor performance of the contract, a complaint that must be sent as soon as possible, by any means that allows an acknowledgement of receipt to be obtained by the vendor, and, where appropriate, notified in writing to the travel organizer and the service provider concerned; 13° The deadline for informing the purchaser in the event of cancellation of the trip or stay by the vendor in the event that the trip or stay is linked to a minimum number of participants, in accordance with the provisions of 7° of article R. 211-4; 14° The contractual cancellation conditions; 15° The cancellation conditions provided for in articles R. 211-9, R. 211-10 and R. 211-11; 16° Details concerning the risks covered and the amount of guarantees 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 the insurer) as well as those concerning the assistance contract covering certain specific risks, 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° The commitment to provide the buyer, at least ten days before the date scheduled for his departure, with the following information

- a) The name, address and telephone number of the seller's local representative or, failing that, the names, addresses and telephone numbers of local organizations likely to help the consumer in the event of difficulty or, failing that, the telephone number for urgent contact with the seller;
- b) For trips and stays of minors abroad, a telephone number and an address allowing direct contact with the child or the person in charge of the stay; 20° The cancellation and reimbursement clause, without penalties, of the sums paid by the buyer in the event of non-compliance with the obligation to provide information as provided for in 13° of article R. 211-4; 21° The commitment to provide the buyer, in due time before the beginning of the trip or stay, with the departure and arrival times.

Article R.211-7 :

The buyer may assign his contract to a transferee who meets the same conditions as him to make the trip or stay, as long as this contract has not produced any effect. Unless otherwise stipulated, the assignor must inform the seller of his decision by any means that allows for 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. This transfer is not subject, in any case, to a prior authorization of the seller.

Article R.211-8:

When the contract includes an express possibility of revision of the price, within the limits provided for in article L. 211-12, it must mention the precise methods of calculation, both upwards and downwards, of price variations, 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 part of the price to which the variation applies, the 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 forced to make a change to one of the essential elements of the contract such as a significant increase in price and when he disregards the obligation to provide information mentioned in 13° of article R. 211-4, the buyer may, without prejudice to any recourse for compensation for any damage suffered, and after having been informed by the seller by any means that allows an acknowledgement of receipt to be obtained:

-either terminate the contract and obtain an immediate refund 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 the 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/her before the date of his/her departure

Article R.211-10 :

In the case provided for in article L. 211-14, when, before the departure of the buyer, the seller cancels the trip or the stay, he must inform the buyer by any means allowing him to obtain an acknowledgement of receipt; the buyer, without prejudice to any recourse for compensation for damages that may have been suffered, obtains from the seller the immediate reimbursement of the sums paid without penalty; the buyer receives, in this case, an indemnity at least equal to the penalty he would have paid if the cancellation had occurred on this date.

The provisions of this article do not in any way prevent the conclusion of an amicable agreement for the purpose of acceptance, by the buyer, of a substitute trip or stay proposed by the seller.

Article R.211-11 :

When, after the departure of the buyer, the seller is unable to provide a major 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 recourse for damages

or, if the seller cannot offer any replacement services or if these are refused by the buyer for valid reasons, provide the buyer, without additional charge, with transport tickets to ensure his return under conditions that can be considered equivalent to the place of departure or to another place accepted by both parties.

The provisions of this article are applicable in case of non-compliance with the obligation provided for in 13° of article R. 211-4.