



General sales conditions

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The Bordeaux Travel website provides clients with a certain amount of information and suggestions for their stay, without any of these elements being considered contractual (prices, descriptions and photographs included).

Only the contract established between the travel agency and its client precisely defines its content and the obligations relating to it on both sides.

Bordeaux Travel by Vidal Voyages has subscribed, under the conditions provided for by the Tourism Code, with the company Allianz IARD, a limited liability company with a capital of €991,967,200, located at 87 rue de Richelieu, 75002 Paris - France, a professional civil liability insurance covering the financial consequences of its professional civil liability, established in accordance with articles L.211-18 and R.211-35 to R211-40 of the Tourism Code, up to an amount of €2,000,000 per year of insurance for all damages paid out.

Bordeaux Travel by Vidal Voyages is the holder of insurance contract no. 54.148.986.

In order to secure our relations on the legal level, we invite you to read these general sales conditions carefully and the legal provisions referred to in the Tourism Code and setting the conditions for the exercise of activities relating to the organisation and sale of trips or breaks, including those codified under Articles L 211-1 and following and R 211-1 and following.

Article 1 – Definitions

“Site” means the website <http://www.bordeaux-travel.fr/en>, published by Bordeaux Travel.

“Service provision” means a service provision such as the provision of airline tickets, accommodation, tourist packages or insurance.

“Order” means any reservation made by the user directly on the web-sites or by telephone.

“Voucher” or “exchange coupon”: document issued by Bordeaux Travel allowing services to be obtained in hotels, restaurants, visits and by the other service providers selected by Bordeaux Travel.

“Service provider” means any service provider or supplier that Bordeaux Travel uses to develop its programmes, including hotels, restaurants, castles, guides, museums, etc.

“Description” means the description sheets appearing on the site which constitute an offer and are binding on the parties. For this purpose, when placing an order, the description sheet for the service ordered is available in the user's member account. Bordeaux Travel provides photos and illustrations giving an overview of the services offered by the selected establishment. However, slight variations may appear between the photos on the description sheets and the products supplied.

“Dynamic Package”: this is a break for which the user will be solely responsible, choosing to put together himself at least two services for sale separately on the site, e.g. purchase of a hotel service + purchase of a personalised activity.

Article 2 – Scope of application

These general sales conditions apply to any use of the site, particularly to the web and telephone marketing of all the services offered on the site by Bordeaux Travel.

It is therefore imperative that the user carefully reads the general sales conditions. In particular, he is advised to download and/or print them in order to keep a copy on the day of his order, since these may be modified, knowing that such modifications will not apply to orders for Service provisions made previously.

Bordeaux Travel's general sales conditions may be supplemented by specific sales conditions appearing on the description of the service and through the sales conditions of service providers, accessible either on their website or in situ.

Article 3 – User declaration

Every user declares having the legal capacity to contract with Bordeaux Travel, i.e. being at least 18 years old, being legally capable of contract-ing and not being under guardianship or trusteeship.

Any user also declares using the website in accordance with these gen-eral sales conditions, in his name and in the name and on behalf of all the beneficiaries of the services ordered by him on the site, of which he acknowledges being the representative (hereafter the beneficiaries) and for whom these general sales conditions will be enforceable.

The user is financially responsible for the use of the site made both in his name and on behalf of the beneficiaries, except to demonstrate fraudulent use not resulting from any fault or negligence on his part.

The user guarantees the veracity and accuracy of the information pro-vided by him in his name and on behalf of all beneficiaries using his data on the sites.

Bordeaux Travel reserves the right at any time not to contract with a user who would make a fraudulent use of the site or who would contra-vene these general sales conditions.

The company wishes here to recall the terms of Article 313-1 of the French Penal Code:

“Fraudulent obtaining is the act of deceiving a natural or legal person

by the use of a false name or a fictitious capacity, by the abuse of a

genuine capacity, or by means of unlawful manoeuvres, thereby to

lead such a person, to his prejudice or to the prejudice of a third party,

to transfer funds, valuables or any property, to provide a service or to

consent to an act incurring or discharging an obligation.

Fraudulent obtaining is punished by five years' imprisonment and a fine of €375,000.”

Article 4 – Formation of the contract: placing an order

The user can order the services offered on the site directly online or by telephone after having validated these general sales conditions.

The user carries out a search which will result in the communication of one or more service offers corresponding to his request and/or the user Commenté [E1]: Copied from the LegiFrance official transla-tion of the Penal Code:

https://www.legifrance.gouv.fr/content/download/1957/13715/.../Code_33.pdf

consults the offers proposed within the framework of the tours which can be proposed on the site.

The user clicks on the service of his choice to access its description.

The user fills in the requested information and then accesses a sum-mary showing all the services chosen and the total price of the ser-vice(s), thus enabling him to check the details

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of his order. The user must then ensure that all information displayed is consistent with the information he provided because this can no longer be changed after validation of the order.

The user can then validate his order, subject to having accepted the general sales conditions, either when he is on the site by ticking the box "I have read and accept the general sales conditions of bor-deauxtravel.com for the passengers listed above", or in the case of reservation by telephone, by returning the signed contract by fax or by replying by e-mail to the summary e-mail sent by Bordeaux Travel with the reference "agreed and signed". Bordeaux Travel reminds the user that no order is possible without having accepted the general sales conditions.

The user pays for his order, if applicable online, under the conditions provided for in article 9 below.

Bordeaux Travel sends an order confirmation by e-mail containing the essential details of the contract such as identification of the service, the name and contact details of the user, the name of the beneficiaries of the service(s) purchased, the quantity and the price. All information contained in this confirmation e-mail shall be deemed to constitute the agreement between the user and Bordeaux Travel.

Bordeaux Travel shall send an invoice to the user as soon as possible.

Article 5 - Conditions applicable to hotel services

The aforementioned accommodation services are offered by Bordeaux Travel on behalf of its service providers.

5.1 – Classification

The number of stars awarded to the hotel listed in the description corresponds to a classification established with reference to French standards. Bordeaux Travel makes every effort to inform you as precisely as possible about the conditions of your accommodation. The assessments that we make on our descriptions stem in particular from our knowledge of the establishments and the assessments which are addressed to us by our clients.

We reserve the right, for technical or security reasons, in cases of force majeure or due to a third party, to substitute an establishment of the same category offering equivalent services for the planned hotel. This can only be an exceptional event and in such a case we try to inform you to offer the exchange as soon as we know.

5.2 – Type of room

5.2.1 Individual rooms

They have a single bed. They are subject to a supplement, are offered in limited quantity and are often less spacious, less comfortable and less well located than other rooms.

5.2.2 Double rooms

They have two single beds or more rarely a double bed.

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5.2.3 Triple rooms

In most cases, they are presented as a double room to which an extra bed is added (note: this bed may be smaller than the standard size).

5.2.4 Quadruple rooms

In most cases, they are presented as a double room to which two extra beds are added (note: these beds may be smaller than the standard size). In the case of 2 adults and 2 children, if the size of the rooms does not allow more than 3 people to stay in the same room, then 2 double rooms side by side or communicating (if possible) will be requested and the adult rate will then be applied (unless otherwise noted).

5.2.5 Family rooms

Some triple or quadruple rooms have 3 or 4 real beds of standard size and there is therefore no reduction.

5.2.5 Communicating rooms

Requests for communicating rooms will be taken into account and satisfied subject to the hotel's availability, which Bordeaux Travel will inform you about.

5.3 - Possession and release of rooms

We inform you that the rules applicable to international hotels generally require guests to take possession of rooms from 3 pm and vacate them before 10 am. Unfortunately, exceptions to this rule will not be possible.

5.4 – Baby

You may be asked to pay on site, for example to heat dishes or bottles and/or to install a baby bed, which must be requested when booking, subject to hotel availability.

5.5 – Meals

Our offers include breakfast at the hotel.

In the case of full or half board, drinks are not included, unless duly mentioned in the description.

Lunches and dinners are usually taken in restaurants independent from the hotel.

All additional drinks not included in the package must be paid on site at the hotel.

On site, the hotel rules must be followed, in particular the opening hours of the restaurant(s) or bar(s) and the places indicated for consuming meals or drinks.

5.6 – Pregnant Women – Health

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For any thalassotherapy, balneotherapy or spa reservation, Bordeaux Travel advises pregnant women to consult their doctor before making any reservation, to confirm their ability to have a thalassotherapy cure or other treatments offered as part of the package.

We inform you that not all treatments are suitable for pregnant women, and the treatment may not be possible in certain cases. Please specify the stage of your pregnancy when booking so that we can inform our providers.

In general, Bordeaux Travel can in no way be held responsible in case of poor execution of your cure or impossibility to carry out the latter because of your state of health, and no refund can take place as a result.

Article 6 - Activities

6.1 – Treatments – Sports activities

With regard to cures and treatments provided in spa, balneotherapy or thalassotherapy centres or even sports leisure services, Bordeaux Travel draws the user's attention to the need to inquire before ordering and on the day of consumption of the service about the ability of all beneficiaries to benefit from them by taking all the precautions required by their state of health, so that Bordeaux Travel cannot be held liable in the event of an incident or accident attributable to a lack of vigilance on your part.

In certain cases, a medical examination will be imposed by Bordeaux Travel service providers on beneficiaries to ensure that their state of health is compatible with the services ordered. Bordeaux Travel will not be held responsible for a decision to refuse to allow them to participate in case of refusal at the end of the medical examination.

6.2 – Proposed activities

It is expressly agreed that certain activities or facilities are not necessari-

ly available outside the tourist season.

It is also expressly agreed that certain activities or facilities can be suppressed by our service provider including for climatic reasons, in case of force majeure or because a minimum number of participants required to carry out the activity which would not be reached (examples: group sport, children's club).

Most beaches, even so-called "private" beaches are open to the public. They may not be cleaned regularly.

All these risks are an integral part of the contract that you conclude and cannot be the responsibility of Bordeaux Travel.

In addition, sports activities with participation are often organised by service providers outside the hotel. These activities do not appear in the service description and are not contractual. Consequently, any travel that would then prove necessary would remain the responsibility of the client. In the same way any suppression of these activities at the discretion of the organiser due to lack of sufficient requests, cannot not involve any compensation.

Finally, Bordeaux Travel wishes to draw the user's attention to the fact that certain activities on offer may present risks, especially for young children. Bordeaux Travel cannot be held liable in the event of an incident or accident attributable to a lack of vigilance on your part.

Article 7 – Financial conditions

7.1 – Prices and taxes

7.1.1 - General provisions

The descriptions of the services presented on the site specify the items included in the price for each service and the particular conditions if applicable. The prices indicated are those in force on the date of reservation.

All prices are displayed in euros, all taxes included, excluding handling and/or delivery costs.

In addition to this price, Bordeaux Travel will charge the user a lump sum, entitled "handling fee", related to the costs and fees necessary to process orders.

It should also be noted that a tourist tax exists in France, in accordance with the regulations in force.

These additional taxes are not included in the price of the services and where they exist, are the responsibility of the user and may have to be paid on the spot.

In addition, and unless expressly stated otherwise, all expenses of a personal nature or incidental to the service are not included in prices such as insurance, delivery costs of transport tickets and travel books, parking charges, room service charges, tips and more generally any service not expressly included in the order summary.

Finally, when the order includes an accommodation service, the prices are calculated according to the number of nights and not the number of full days.

7.1.2 - Special provisions for tourist packages

The price of tourist package services may, at the request of the service providers, be modified up to 30 days before the date of your departure according to variations, in particular increases, affecting the price of legal or regulatory taxes.

These changes will only be reflected in the price of the service in proportion to their share in the calculation of the price of the service.

Moreover, prices are calculated according to the number of nights, not the number of full days. The overnight stay should be understood as the period during which the room is available, i.e. between 3 pm and 10 am at the earliest the following day.

7.2 – Payment - Deposit

All orders are payable in euros.

Any order can be paid by means of the following bank cards or payment:

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- The national bank card (carte bleue)
- VISA cards with the three VISA colours (blue, white, ochre) and the hologram dove
- EuroCard/MasterCard cards can be identified by their hologram MC

Payment by credit card: the user guarantees that he is fully authorised to use the payment card he will use and that the latter gives access to sufficient funds to cover all the costs necessary to pay for the order. The commitment to pay given by means of a payment card is irrevocable. Payment may only be withheld in the event of loss, theft or fraudulent use of the card. Aside from these cases, which are admitted restrictively by the legislator, the cardholder is guilty of credit card fraud. The right to oppose payment cannot be used to compensate for the absence of a right of withdrawal.

For certain services, the user has the option of paying only a deposit of 30% at the time of booking. In the case of payment of the 30% by credit card, the balance of the order equivalent to 70% of its value will be automatically deducted from the bank details used for the order 32 days before departure. The user can also pay the balance in advance at any time by telephone on +33 (0)5 57 22 72 72. All information concerning the 30% deposit and the balance payment is included in the order confirmation.

Article 8 – Delivery of travel documents

Delivery of the service documents (exchange voucher/voucher for accommodation, restaurant, visits, various activities, transport, etc.) is by e-mail.

The user must therefore provide Bordeaux Travel with an e-mail address to send him certain documents relating to his trip.

As a precaution, in the event that five days before departure (provided you have actually placed your order more than five days before departure) you have not received your travel documents for whatever reason, Bordeaux Travel invites you to contact them.

If you make an express request, these travel documents could be sent to you on paper and by other means of delivery, subject however to the feasibility of these steps with regard to your date of order, your date of departure and place of residence if applicable.

Bordeaux Travel would then invoice you the fixed sum of €50 including all taxes per order and the following fixed delivery costs.

In any case, in the event of incorrect transmission by the user of his details, Bordeaux Travel declines all responsibility in the event of non-performance or improper performance of the trip due to the non-receipt of travel documents.

Article 9 – Administrative and health formalities

Only a valid national identity card or a valid passport allows travel. No other document may be used to travel, whether for an adult, child or a baby.

As a general rule, a valid identity card or passport are essential for the foreign destinations outside the European Union that we offer.

Minors must be in possession of identity papers in their own name. Registration of minors on parents' passports, including "old" so-called Delphine passports, is no longer possible. Minors must hold their own individual passport. For minors accompanied by only one parent to or from abroad and the overseas departments and territories, in addition to the ordinary formalities, the accompanying parent must obtain information from the competent authorities on the formalities for the release of his or her minor child(ren).

The same shall apply to minors accompanied by a third party.

Bordeaux Travel cannot accept the registration of an unaccompanied minor under any circumstances. Consequently, Bordeaux Travel cannot be held responsible in the event that, despite this ban, an unaccompanied minor is registered on a trip, without his knowledge.

The administrative and/or health formalities necessary to carry out the trip are communicated to you, for information purposes, before your order, in the description of our services.

Depending on your nationality, it is advisable to ensure you know the formalities to be accomplished to stay on French territory.

The formalities mentioned on the site are addressed to French nationals. Consequently, foreign nationals must obtain information from the competent authorities of their country of origin and the country or countries of destination and/or transit before registering.

You are responsible for carrying out these formalities and paying the resulting costs.

Some changes may occur between the publication of the information on the site and the user's departure date. Bordeaux Travel therefore advises the user to consult the site just before departure.

Finally, it is your responsibility to scrupulously respect these formalities and to ensure that the surnames and first names that appear on your travel documents (reservations, transport tickets, exchange vouchers, etc.) correspond exactly to those that appear on the identification document, passport, visas, etc.

If due to non-compliance with these administrative or health formalities, you find yourself unable to board or disembark, the price paid may in no way be refunded. Similarly Bordeaux Travel cannot bear the costs of fines and/or duties resulting from non-compliance with the customs or health regulations of the countries visited.

Article 10 – Proof

In application of the provisions of Article 1316-2 of the French Civil Code, it is expressly agreed that unless Bordeaux Travel makes a manifest error, the data stored in Bordeaux Travel's information system and/or that of their partners and/or service providers, in particular in the electronic messaging tools used, have probative value as regards the orders placed and the performance of the parties' obligations. The data on computer or electronic support thus preserved constitute evidence, and if they are produced as evidence by Bordeaux Travel in any contentious or other procedure, they will be admissible, valid and opposable between the parties in the same way, under the same conditions and with the same probative force as any document established, received or kept in writing.

Article 11 – Right of withdrawal

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In accordance with Articles L. 121-16-1 and L121-21-8 of the Consumer Code, the services offered on the site by Bordeaux Travel are not subject to the application of the right of withdrawal in respect of distance selling.

Consequently, the services ordered on the site are excluded subject to the cancellation and modification conditions provided for in these general sales conditions and the user may not invoke the right of withdrawal.

Article 12 – Cancellation - Modification - Assignment by the user

12.1 – Cancellation or modification procedures

12.1.1 General provisions

Any request to cancel or modify your order must reach Bordeaux Travel by e-mail at the following address: receptif@bordeaux-travel.fr or by telephone on the following number +33 (0)5 57 22 72 72.

Bordeaux Travel will if applicable send you back by e-mail, confirmation of receipt of your cancellation or modification request. In the absence of this email, the modification or cancellation cannot be taken into account. It is therefore your responsibility in all cases to ensure that you have received the confirmation e-mail.

For the sake of legal security and transparency, Bordeaux Travel will then remind you in this e-mail of the cancellation or modification schedule as provided for herein, in articles 12.2 and 12.3 below, and will ask you to return the following e-mail within a specified period: "I have taken note of the amount of the cancellation (or modification as the case may be) fees given above, I confirm the cancellation (or modification) of my service. Surname, first name, file reference", with the reference "agreed and signed" to confirm your request for cancellation or modification.

Only the sending of this e-mail by you will be equivalent to a request for cancellation or final modification. Consequently, the sending of such an e-mail after the deadline may, if necessary, increase the costs under the conditions of the cancellation or modification schedule provided for in articles 12.2 and 12.3 below because as long as it has not been sent, the reservation will be maintained as initially, Bordeaux Travel itself remaining committed to its provider with whom it has reserved the service.

In the event of modification or cancellation, and after deduction of the sums due pursuant to the provisions of articles 12.2 and 12.3 of these terms and conditions, Bordeaux Travel will reimburse you all sums previously paid within a reasonable time, subject to any special provisions specific to certain services as referred to in article 12.1.2 below.

For your part, the cancellation or modification of your service for any reason whatsoever does not exempt you from payment of the sums for which you would remain liable to Bordeaux Travel pursuant to the provisions of this article. Finally, Bordeaux Travel draws the user's attention to the fact that external costs or costs not included in the service, and already pledged by him such as those incurred for issuing visas, other travel documents, transport costs, vaccination costs, etc., will not be reimbursed. If you have taken out cancellation insurance, we remind you that it is your responsibility to inform the insurer directly of the cancellation or any other claim within the conditions and time limits indicated in the insurance contract.

12.1.2 - Provisions specific to certain services

By exception, certain services or packages may be subject to special cancellation conditions which will apply by derogation from the general provisions above. These particular conditions will appear in the description.

With regard to tourist packages and hotel services for tourist residences and seasonal rentals, Bordeaux Travel wishes to remind the user that any interrupted or shortened stay or any service not consumed by him for any reason whatsoever, such as, for example, non-arrival or late arrival at the meeting place, will not give rise to any reimbursement. Moreover, in the event of cancellation due to insufficient number of participants, at the latest 22 days before the date of departure, the client will not be able to claim any compensation.

Insurance is never refundable.

The application fee is never refundable.

12.2. - Schedule and fees in case of cancellation by the user

Cancellation of your service entails costs which are invoiced to you according to the scale below.

12.2.1 For hotel services*

30+ days before departure: 50% of the total amount including VAT
Between 30 and 16 days before departure: 75% of the total amount including VAT
Less than 15 days before departure and after departure: 100% of the total amount including VAT

12.2.2 For leisure or catering* services

Cancellation before or after the date scheduled for the benefit: 100% of the total amount including VAT

12.2.3 For tourist and cruise packages*

30+ days before departure: 30% of the total amount including VAT
Between 45 and 30 days before departure: 55% of the total amount including VAT
Between 29 and 16 days before departure: 75% of the total amount including VAT
Less than 15 days before departure and after departure: 100% of the total amount including VAT

12.2.4 For SNCF* 2+ days before departure: 50% of the total amount including VAT less than two days before departure and after departure: 100% of the total amount including VAT

*Unless otherwise stated on the sales offer.

12.3 – Scale and fees in case of modification by the user

The following charges apply for all our services:

- Change administration fee: €50 per file

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- Application of supplier fees related to the change

Please note, in case of cancellation of services, our cancellation conditions apply.

Article 13 – Cancellation or modification by Bordeaux Travel and/or its service providers

13.1 Of a tourist package

If Bordeaux Travel were forced to cancel your trip, you would be immediately informed, and all sums paid would be immediately refunded and the provisions of Article R 211-10 of the Tourism Code would apply (see Articles 21 below).

In the same way, if an amendment were to be made before the cancellation, the provisions of Article R 211-9 would apply (see Article 21 below).

13.2 Of a dynamic package service

In the event that the user assembles two separate services offered on the Bordeaux Travel site, as part of a dynamic package, the sums committed in respect of the service cancelled by the Bordeaux Travel service provider will be immediately refunded to you as soon as possible without, moreover, Bordeaux Travel being required to reimburse any other service that the user has purchased in this context on the site.

13.3 Of all other services

For all services other than those mentioned above, cancellation or modification will result in the user being reimbursed, as soon as possible, taking into account the deadlines imposed by the service provider, for all sums paid, without Bordeaux Travel being otherwise liable for any compensation whatsoever.

Bordeaux Travel also recalls that in the same way for all the modifications concerning the services other than those mentioned in articles 13.1 to 13.2 above, its responsibility cannot be committed.

Article 14 - Insurance

No insurance is included in the prices of the services offered on the site.

Bordeaux Travel therefore recommends that you take out an insurance policy at the time of your order, covering the consequences of certain cases of cancellation, and providing an assistance contract covering certain specific risks, in particular the costs of repatriation in the event of accident or illness.

You can take out insurance with April International Voyages (contract no. 14002) with a “Cancellation insurance”, an “Assistance insurance” or a “Comprehensive insurance” package (contract no. 340.033).

If you take out an insurance contract, the insurance policy that you take out is accessible, before validation of the order, by “insurance conditions” hypertext link appearing on the summary of the order. In any event, it is your responsibility to read the insurance contract (in

particular the exclusion and limitation clauses or the terms and conditions of application of the insurance) before subscribing to it.

The amount of the insurance subscription remains routinely acquired and it is not possible to claim a refund, except in the event of cancellation due to Bordeaux Travel without the fault of the user. Claims are reported directly to the insurance company, in accordance with the terms of the insurance contract taken out.

If you have previous coverage for the risks covered by the insurance you purchased, you have the option to waive this/these insurance(s) free of charge within 14 days of its conclusion and as long as no coverage has been implemented.

Article 15 - Complaints

Any complaint of a commercial nature or concerning the quality of the services provided must be reported in writing as soon as possible to the following address: receptif@bordeaux-travel.fr

You will receive an acknowledgement of receipt of your letter within a maximum of 7 days, attesting that the service concerned has received it correctly and has taken charge of it.

Complaints will only be accepted insofar as the difficulties to which they are subject have been previously reported during the execution of the service, directly on the spot with the service provider and in writing (simple letter, fax or e-mail) addressed to Bordeaux Travel for Bordeaux Travel and/or its service providers to try to remedy it in order to limit the damages that you consider you have suffered and also to limit the damages of Bordeaux Travel, in the event that the fault would be attributable to one of its service providers, the aforementioned claim reported during the performance of the service enabling it to better defend itself against it.

Bordeaux Travel wishes to remind users that it markets individual trips, so any claim must be made individually, i.e. one per order. No action will be taken on collective complaints or petitions.

Finally, Bordeaux Travel wishes to draw your attention to the fact that it is the user's responsibility to find out, before placing an order, about any local events such as carnivals, religious festivals, national holidays, public holidays, etc. that may affect the smooth running of your trip, it being specified that no claim may subsequently be made to Bordeaux Travel.

Article 16 - Mediation

In the event of a dispute arising concerning the validity, interpretation, performance or non-performance, modification or termination of the contract, the user and Bordeaux Travel shall endeavour to find an amicable solution.

As such, in the absence of satisfactory action by the user or Bordeaux Travel, given to a claim formulated under the conditions stipulated in Article 15 hereof, the most diligent party will submit the dispute to the tourism and travel mediator.

For the purposes of the user having full information, it shall be pointed out to him that the tourism and travel mediator is a free procedure for him, even if referring to it is on his own initiative.

After contacting the complaint service and failing a satisfactory re-sponse, the client may contact the tourism and travel mediator, with con-tact details and referral procedures available on its website: <http://www.mtv.travel/en/>

Article 17 - Liability

17.1 – For the use of the site

Bordeaux Travel does not guarantee that the site will be free of anoma-lies, errors or bugs, nor that these can be corrected, nor that the site can function without interruption or breakdown, nor that they are compatible with all materials without exception.

Bordeaux Travel will not be held responsible for malfunctions attributa-ble to third party software.

Under these conditions, Bordeaux Travel cannot be held liable for any foreseeable or unforeseeable, material or immaterial damage resulting from the use or, on the contrary, the total or partial impossibility of using the site.

Finally, Bordeaux Travel cannot control all the sites to which it refers by hypertext links, which only exist to facilitate user searches, Bordeaux Travel can in no way be held responsible for their content.

Under these conditions, by accepting the present general sales condi-tions, the user declares that he is aware of the characteristics and limita-tions of the Internet, particularly with regard to the technical performance of the applications developed therein and with regard to the security of communications and data.

17.2 - For services

Bordeaux Travel takes particular care in the choice of its service provid-ers and thus ensures compliance with contractual commitments made to users when ordering any service.

With regard to tourist package services, Bordeaux Travel cannot be held liable for any non-performance or poor performance of all or part of the services provided for in the contract that is attributable to the user, a case of force majeure or the unforeseeable and insurmountable fact of a third party outside the provision of the services provided for in the con-tract. In any event, in the event that Bordeaux Travel is found liable, the limit of compensation provided for in Article L211-16 of the Tourism Code shall apply.

With regard to all other services, Bordeaux Travel can only be held lia-ble in the event of damage caused by a fault on its part demonstrated by the user.

Article 18 – Protection of personal data

By becoming a member of bordeaux-travel.com, you agree to receive newsletters, information and/or commercial offers concerning travel of-fers by e-mail from Bordeaux Travel and Vidal Voyages.

Bordeaux Travel and Vidal Voyages undertake that an unsubscribe link will be present on all its communications in order to give you the free-doom to stop these being sent at any time.

Article 19 – Applicable law and competent courts

The present general sales conditions, and more generally, the contract that you conclude with Bordeaux Travel are subject to French law. Any dispute relating to their interpretation and/or execution shall be referred back to the French courts.

Article 20 – Reproduction of articles R211-3 and AR211-13 of the Tourism Code

Article R211-3

Subject to the exclusions provided for in the third and fourth paragraphs of Article L. 211-7, any offer or sale of travel or accommodation services shall give rise to the submission of appropriate documents which comply with the rules defined in this section.

In the event of the sale of air tickets or tickets on regular routes not accompanied by services connected with such transport, the seller shall issue the purchaser with one or more tickets for the entire journey, issued by the carrier or under its responsibility. In the case of transport on demand, the name and address of the carrier, on whose behalf the tickets are issued, must be mentioned.

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

Article R211-3-1

The exchange of pre-contractual information or the provision of contractual conditions shall be made in writing. They may be made electronically under the conditions of validity and exercise provided for in Articles 1369-1 to 1369-11 of the Civil Code. The name or business name and address of the seller and the indication of his registration in the register provided for in Article L. 141-3 or, where appropriate, the name, address and indication of the registration of the federation or union mentioned in the second paragraph of Article R. 211-2 shall be mentioned.

Article R211-4

Prior to the conclusion of the contract, the seller must inform the consumer of the prices, dates and other constituent details of the services provided during the journey 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 certification and its tourist classification corresponding to the regulations or customs of the host country;
- 3° The catering services offered;
- 4° The description of the route when it is a circuit;

- 5° The administrative and health formalities to be completed by nationals or by nationals of another Member State of the Euro-pean Union or of a State party to the Agreement on the Europe-an Economic Area in the event, in particular, of crossing borders and the time limits for their completion;
- 6° Visits, excursions and other services included in the package or which may be available for an extra charge;
- 7° The minimum or maximum size of the group allowing the trip or stay to be completed and, if the trip or stay is subject to a min-imum number of participants, the deadline for informing the con-sumer in the event of cancellation of the trip or stay; this date may not be set at less than 21 days before departure;
- 8° The amount or percentage of the price to be paid as a deposit on conclusion of the contract and the timetable for payment of the balance;
- 9° The price review procedures as provided for in the contract pursuant to Article R. 211-8;
- 10° Cancellation conditions of a contractual nature;
- 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 insur-ance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain particular risks, in particular the costs of repatriation in the event of acci-dent or illness;
- 13° Where the contract includes air transport services, the infor-mation, for each flight section, provided for in Articles R. 211-15 to R. 211-18.

Article R211-5

Prior information given to the consumer is binding on the seller, unless the seller has expressly reserved the right to modify certain elements in this information. In this case, the seller must clearly indicate to what ex-tent this change may occur and in which items.

In any event, changes made to the prior information must be communi-cated to the consumer before the contract is concluded.

Article R211-6

The contract concluded between the seller and the buyer shall be in writing, drawn up in duplicate, one of which shall be delivered to the buyer, and signed by both parties. Where the contract is concluded by electronic means, Articles 1369-1 to 1369-11 of the Civil Code shall ap-ply. The contract must include the following clauses:

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

- 3° The means, characteristics and categories of transport used, dates and places of departure and return;
- 4° The type of accommodation, its location, its comfort level and main characteristics and its tourist classification according to the regulations or customs of the host country;
- 5° The catering services offered;
- 6° The itinerary when it is a circuit;
- 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 the indication of any revision of this invoicing pursuant to the provisions of article R. 211-8;
- 9° The indication, if applicable, of charges or taxes relating to certain services such as landing, disembarkation or embarkation taxes in ports and airports, tourist taxes when they are not included in the price of the service(s) provided;
- 10° The timetable and terms of payment of the price; the last payment made by the buyer may not be less than 30% of the price of the trip or stay and must be made when the documents enabling the trip or stay are handed over;
- 11° Special conditions requested by the buyer and accepted by the seller;
- 12° The manner in which the buyer may bring to the seller's attention a claim for non-performance or improper performance of the contract, a claim which must be addressed as soon as possible, by any means making it possible to obtain acknowledgment of receipt to the seller, and, where appropriate, reported in writing, to the travel organiser and service provider concerned;
- 13° The deadline for informing the buyer in the event of cancellation of the trip or stay by the seller in the case where 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° Cancellation conditions of a contractual nature;
- 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 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 the insurer) as well as information concerning the assistance contract covering certain particular risks, in particular the costs of repatriation 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 assignment of the contract by the buyer;
- 19° The commitment to provide the buyer, at least ten days before the date scheduled for his departure, the following information:
 - o a) The name, address and telephone number of the local representative of the seller or, failing that, the names, addresses and telephone numbers of local bodies likely to help the consumer in the event of difficulty or, failing that, the telephone number enabling urgent contact to be established with the seller;
 - o b) For travel and stays abroad by minors, a telephone number and an address enabling direct contact to be established with the child or the person in charge of the child's stay;
- 20° The clause of cancellation and refund without penalty of the sums paid by the buyer in case of non-compliance with the obligation of information 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 R211-7

The buyer may assign his contract to an assignee 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 transferor is obliged to inform the seller of his decision by any means enabling him to obtain an acknowledgment of receipt at the latest seven days before the start of the journey. In the case of a cruise, this period is extended to fifteen days. This assignment is in no case subject to prior authorisation by the seller.

Article R211-8

Where the contract expressly provides for the possibility of price revision, within the limits laid down in Article L. 211-12, it must mention the precise methods of calculating price variations, both upward and downward, and in particular the amount of transport costs and related taxes, the currency or currencies which may have an impact on the price of the journey or stay, the part of the price to which the variation applies, the rate or rates of the currency or currencies used as a reference when establishing the price appearing in the contract.

Article R211-9

When, before the buyer's departure, the seller is forced to make a modification to one of the essential elements of the contract such as a significant increase in the price and when he disregards the obligation of information mentioned in 13° of article R. 211-4, the buyer may, without prejudice to claims for compensation for any damage suffered, and after having been informed by the seller by any means to obtain an acknowledgment of receipt:

- either terminate his contract and obtain immediate reimbursement of the sums paid without penalty;

- or accept the modification or the alternative 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 de-ducted from any sums remaining due 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 be-fore the date of his departure.

Article R211-10

In the case provided for in article L. 211-14, when, before the buyer's departure, the seller cancels the trip or the stay, he must inform the buyer by any means making it possible to obtain an acknowledgement of receipt; the buyer, without prejudging any claims for compensation for any damage suffered, shall obtain from the seller an immediate refund and without penalty of the sums paid; in this case, the buyer shall re-ceive compensation at least equal to the penalty he would have incurred if the cancellation had occurred on that date.

The provisions of this article shall in no case prevent the conclusion of an amicable agreement having as its object the acceptance, by the buy-er, of a substitute trip or stay proposed by the seller.

Article R211-11

If, after the departure of the buyer, the seller is unable to provide a pre-ponderant 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 prejudging any claims for compensation for damages:

- either offer services in replacement of the planned services, pos-sibly bearing any additional cost and, if the services accepted by the buyer are of inferior quality, the seller must reimburse him, upon his return, the difference in price;
- or, if he cannot offer any replacement service or if these are re-fused by the buyer for valid reasons, provide the buyer, without additional charge, with transport vouchers to ensure his return under conditions that may be deemed equivalent to the place of departure or to another place accepted by both parties.

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

Article R211-12

The provisions of Articles R. 211-3 to R. 211-11 must be reproduced on brochures and travel contracts offered by the persons mentioned in Arti-cle L. 211-1.

Article R211-13

The buyer may no longer invoke the benefit of the clause provided for in 20° of article R. 211-6 after the service has been provided.