

## Special and General Sales Conditions

Travel and Holiday Operator Register No. IM 037120001

### Loire Valley Tourist Office of Tours

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TVA intracommunautaire : FR 42533923124

Financial Guarantee: 30,000 € with Atout France, Expiration Date 31 July 2016

#### SPECIAL SALES CONDITIONS :

##### Foreword :

##### 1 – Definition :

The Loire Valley Tourist Office of Tours offers its clients a number of services, including the reservation and sale of trips and holidays as well as ensuring the best reception and most comfortable accommodation of the tourists.

These Special Sales Conditions apply to all sales made through all the marketing activities of any of the Loire Valley Tourist Office of Tours, whether these sales are made at the Tourist Office, by its Sales Promotion Department, or at one of the tourist information offices (Villandry, Luynes, Aéroport de Tours Val de Loire, Rochecorbon), of a third party partner or its website (Booking Centre). Consequently, and except in the case of a special agreement, placing an order implies the client's full and unconditional acceptance both of these Sales Conditions and of those of the partners.

##### 2 – Liability :

The Loire Valley Tourist Office of Tours is covered by a professional civil liability policy, number 514.192.5804, with AXA Assurances - Viard et Houdaille Agency. It cannot be held liable for the non-execution, total or partial, of the services ordered or of the non-fulfilment, total or partial, of the obligations stipulated in these Sales Conditions, in the event of an act of God, improper execution or a fault committed by the client or of unforeseeable or insurmountable acts by a person not included in and unaware of the services to be provided.

Similarly The Centre cannot not be held liable for the non-execution or improper execution of the services on the part of the partners.

##### 3 – Opposability :

Without the formal written agreement of the Loire Valley Tourist Office of Tours, no special condition may take precedence over the General Sales Conditions. Any contrary condition opposed by the client shall there fore be non-opposable, in the absence of the client's express agreement, irrespective of when it was brought to the notice of the client. The Loire Valley Tourist Office of Tours acts solely in the capacity of a booking centre.

#### Article 1 : Formulation of the Contract

##### 1.1 Reservation

The order for a service can only be formalised by contract by the clients after they have taken full note of and formally agreed to the sales terms and conditions in their entirety.

Prior to any order, the client must have agreed to the Sales Conditions :

- either by checking or clicking on the hypertext link provided on the Internet site;
- or by confirming your agreement to the conditions to the reception personnel in the case of a sale by telephone sale; or by agreeing to payment (either at the Tourist Office or at one of the tourist information offices);
- or by signing a reservation contract.

By any of the above undertakings, the client confirms that it has fully noted and accepted these Sales Conditions and fully understands the services booked.

No order may be finalised without the client's express agreement to these Sales Conditions.

To place an order, the client must be legally entitled under French law to enter into a contract.

Every reservation is firm and final, unless amended or modified in accordance with articles 2 and 3 of these Sales Conditions.

The services offered by the Loire Valley Tourist Office of Tours may be reserved in any of the following ways

- at the Loire Valley Tourist Office of Tours;
- at any of the points of sale listed;
- by a reservation contract;
- by a third party partner (tour-operator, travel agency, coach operator, works council, one or other association, etc.);
- on the Internet site;
- on the Internet site of the organiser of a conference or an event who has entrusted the Loire Valley Tourist Office of Tours with the management of its Booking Centre.

##### 1.2 On-line Reservations

All the information provided by the Booking Centre, which is an integral part of the Internet site, regarding the services offered and shown either on the website or in the documents sent by the Centre, is given solely as a guideline, it being specified that this information varies according to the service providers concerned.

Although his information is constantly updated, the client is advised to contact the service provider for the information it requires. Confirmation of the Sales Conditions implies acknowledgment by the client of receipt of any and all additional information on these services.

Until these conditions are met, the sale shall not be regarded as concluded and the Centre shall not in any way be bound to perform the services ordered.

Once the sale has been validly concluded, the client may no longer modify or cancel it, subject to provisions of articles 2 and 3.

Any element missing, wholly or in part, shall entail cancellation of the transaction.

### 1.3 Conditions governing Provision of the Services

#### 1.3.1 General Provisions

The duration of each service is the duration specified by the Booking Centre.

Payment for accommodation, a stay, tickets (château, museum, tourist site, etc.), an excursion, a guided tour and any other product sold by the Loire Valley Tourist Office of Tours can be made by any of the methods accepted at the time of booking.

Payments on-line are made by bank card (Visa, Eurocard/Mastercard and American Express cards are accepted) via an SP Plus protected payment system.

Bank cheques, cash and ANCV holiday cheques are accepted for all other reservations.

#### 1.3.2 Special Provisions according to the Services Ordered

Services for accommodation only :

If the hotel booking includes breakfast, the amount will be shown in detail on the confirmation document.

Should the hotel be unable to provide the accommodation required, it reserves the right to have all or some of the guests accommodated in a hotel of the same category and for the same services, the transfer costs to be borne by the establishment concerned.

The client signing the contract agreed to for a fixed period may not under any circumstances invoke any right to remain on the premises at the end of the stay.

The client must arrive on the date and at the time specified. In the event of late or deferred arrival or of a last-minute problem, the client must inform the service provider whose address and telephone number are shown on the voucher or other descriptive document. Any services not provided because of a delay shall remain due and shall not give cause for any reimbursement.

Should the client interrupt his or her stay, s/he shall not be entitled to any reimbursement unless the reason for doing so is covered by any cancellation insurance the client may have.

Before booking, the client must ascertain whether or not she is allowed to be accompanied by a pet.

The client is informed that the tourist tax is payable varies according to the service providers concerned.

Although his information is constantly updated, the per night of stay. Payment must be made to the host establishment prior to departure. With purchases of an all-inclusive stay, the tourist tax is included; this is indicated in details of the price and transferred to the host establishment.

Conferences and other events:

For each booking, clients shall reserve their accommodation or their excursion directly with the Booking Centre and then confirm it by on-line payment as follows :

For accommodation, payment shall be made in two instalments :

- a deposit on the price for the whole of the stay;
- the balance to be paid to the hotel owner by the persons attending the conference when leaving the hotel.
- For excursions, payment of the full amount.

Notwithstanding the provisions of Article 1.2, the sale is firm and final upon validation by the client of the summary of the services ordered: the deposit for accommodation only, and the full amount of the price for the other services.

The Loire Valley Tourist Office of Tours shall send the client confirmation in writing.

### Article 2 : Cancellation by the Client

Any total or partial cancellation, indicating the reservation number, must be notified:

- either via the Internet site;
- or by contacting the Tourist Office by telephone on...;
- or by letter, or email addressed to: Email address:

#### 2.1 For accommodation bookings only (campsites excluded)

##### 2.1.1 Reservations made more than 72 hours prior to the date of arrival (campsites excluded)

- There is no charge if the cancellation is made within 72 hours of the date of arrival at the host establishment. The period of 72 hours means 3 days prior to the date arrival with effect from midday (on the date of arrival) at the host establishment.

If the booking is cancelled later than 72 hours, the price of the first night per room/apartment will remain payable.

##### 2.1.2 Reservations made less than 72 hours prior to the date of arrival

Any cancellation will entail a cancellation charge equal to the price of the first night per room/apartment booked.

##### 2.1.3 Special first or last minute offers

Bookings made under a special first or last minute offers (price reduction or other concession of benefit to the client) cannot be cancelled or changed or the price refunded.

These Special Conditions are indicated when the booking is made and can be found by clicking on "Terms and Conditions" before the price and date are confirmed.

##### 2.1.4 Booking Centre: conferences and other events

If a booking for accommodation is cancelled less than two weeks prior to the starting date of the conference or the event, the deposit paid by the Loire Valley Tourist Office of Tours shall remain the property of the hotel owner.

In the case of excursions, if a cancellation is made within less than 72 hours the full amount shall be withheld.

##### 2.1.5 Cancellation conditions for campsites

- Cancellation more than 30 days in advance, full refund.
- From 30 days to more than 3 days, 30% non-refundable.
- Less than 3 days : non-refundable.

#### 2.2 Guided Tours, Tickets, Tourist Services

Tickets for admission to tourist sites are not valid outside the date shown on the ticket. These tickets are neither exchangeable nor reimbursable.

As there is only a limited number of places for each guided tour, the tickets cannot be returned or exchanged.

Tickets for concerts, shows and excursions cannot be returned or exchanged.

#### 2.3 Tourist Packages

##### 2.3.1. Total or partial cancellation of a tourist package reserved in the Booking Centre

The Loire Valley Tourist Office of Tours will automatically apply penalties in the following cases:

In the event of total or partial cancellation at least 72 hours prior to the commencement of the service (the time calculated is fixed at 12.00 noon on the proposed day of arrival), no penalty is applied and the Booking Centre will reimburse the client for the monies paid for the cancelled services, except in the case of special conditions stipulated in the host establishment's brochure and on confirmation of the booking.

No refund will be made in the case of last minute bookings (those made less than 72 hours prior to the date of arrival).

### 2.3.2. Total or partial cancellation of a tourist package reserved with the Loire Valley Tourist Office of Tours or by means other than the Booking Centre

The costs withheld vary according to the nature of the trip or stay and the date of cancellation.

Unless otherwise indicated :

- Cancellation more than 30 days prior to commencement of the stay : 10% of the price of the stay will be withheld.
  - Cancellation between the 30th and the 21st day prior to commencement of the stay : 25% of the price of the stay will be withheld.
  - Cancellation between the 20th and the 8th day inclusive prior to commencement of the stay: 50% of the price of the stay will be withheld.
  - Cancellation between the 7th and the 2nd day inclusive prior to commencement of the stay : 75% of the price of the stay will be withheld.
  - Cancellation less than 2 days prior to commencement of the stay : 90% of the price of the stay will be withheld.
- If the client fails to appear, no refund will be made.

### Article 3 : Changes made by the Loire Valley Tourist Office of Tours

When prior to the expected date of commencement of the service the Loire Valley Tourist Office of Tours finds itself obliged to change one of the essential elements of the contract, the client, once informed of this by the Loire Valley Tourist Office of Tours may by any means :

- either terminate his or her contract with no penalty applied and obtain the immediate refund of the monies paid;
- or accept the change to or replacement of the services offered by the Loire Valley Tourist Office of Tours.

### Article 4 : Confirmation / Guarantee

The Loire Valley Tourist Office of Tours may ensure confirmation of a booking made by requesting the client to send it a bank card number, the cryptogram, the expiry date and the name of the bearer. Once the booking has been validated, the client will receive by letter or email a voucher to be presented to the service provider. However, depending on the time between the date of reservation and the date of the stay, confirmation may be conveyed directly to the client on his or her arrival at the Loire Valley Tourist Office of Tours ; or, failing that, the client may produce the reservation number shown on the confirmation of the booking together with proof of identity and show them to the service provider.

### Article 5 : Right of Retraction

The legal provisions governing remote sales and set forth in the Consumer Code state that the right of retraction does not apply to tourist services (Article L 121-20-4). Consequently, the client does not have the right to retract an order for service placed with the Loire Valley Tourist Office of Tours.

### Article 6 : Photos and / or Videos

Photos and / or videos placed on the Booking Centre website or on the Loire Valley Tourist Office of Tours promotional media have no contractual value.

### Article 7 : Protection of Personal Information (CNIL\*)

Personal information given on the website by clients, including the number, name and address shown on their bank card, is used to process and complete their orders and are encrypted by encryption software to prevent it from being intercepted when sent via the Internet.

\*the French Data Protection Authority

In accordance with the French Data Protection Act of 6 January 1978, amended by Act no. 2004-801 of 6 August 2004, the essential information required in order to process and complete orders is marked by an asterisk (\*).

The information given when orders are placed will not be given to any third party apart from the providers of the services ordered. Both the Loire Valley Tourist Office of Tours and its suppliers treat this information as confidential. It will be used only by the back office of the Loire Valley Tourist Office of Tours and its suppliers in order to process the orders and to strengthen and personalise communications with and proposals to the clients.

### Article 8 : Protection of Personal and Bank Details

The Loire Valley Tourist Office of Tours emphasises that with the system of its SP Plus payment platform and its encryption software, the client's personal and bank details are fully protected. The software encrypts every piece of personal information, including the number, name and address shown on the bank card to ensure they cannot be read when the information travels over the Internet.

### Article 9 : Proof

It is expressly agreed that, unless an obvious error is reported, the data kept in the information system used by the Loire Valley Tourist Office of Tours and/or its partners has probative force in regard to the orders placed. The data on a machinable or electronic medium kept by the Loire Valley Tourist Office of Tours constitute proof and, should they be produced as a means of proof by the Loire Valley Tourist Office of Tours in any litigious or other procedure, they shall 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 which may be established, received or kept in writing.

### Article : 10 Applicable Law

The Special and General Sales Conditions are governed by French law. Any dispute as to their interpretation and/or their execution falls within the competence of the French courts, in this instance the Court of Tours.

## GENERAL SALES CONDITIONS

These General Sales Conditions fully comply with the provisions of Article R 211-12 of the Code of Tourism:

In order to comply with the legal provisions, the following articles of the above code are reproduced here:

### • Art. R 211-3 Amended by Decree no. 2009-1650 of 23 December 2009 - art. 1

Subject to the exclusions provided for in the third and fourth paragraphs of Article L. 211-7, all offers for and sales of travel or stay-related services must be accompanied by the documents required under the rules defined in this section.

For the sale of vouchers for air travel or for travel on a scheduled airline not accompanied by the services usually provided with this type of travel, the vendor delivers to the purchaser one or more tickets for the whole of the trip, issued by the carrier or on the carrier's responsibility. With on-demand transport, the name and address of the carrier on whose behalf the tickets are issued must be shown.

Separate invoicing for the different services in the same package does not release the vendor from his obligations under the statutory provisions of this section.

### • Article R211-3-1 Created by Decree no. 2009-1650 of 23 December 2009 - art. 1

Exchanges of precontractual information and/or the provision of contractual conditions must be in writing. This may validly be done electronically if in accordance with the requirements of articles 1369-1 to 1369-11 of the Civil Code. The name or trading name of the vendor together with the registration number required under a) of Article L. 141-3 or, if applicable, the name, address and registration number of the federation or union mentioned in paragraph 2 of Article R. 211-2.

### • Art. R 211-4 Created by Decree no. 2009-1650 of 23 December 2009 - art. 1

Prior to signature of the contract, the vendor is required to inform the customer of the prices, dates and other aspects of the services provided for the trip or for the stay, e.g. :

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

2° The type of accommodation, its location, level of comfort, main characteristics, certification and tourist classification under the regulations or practices of the host country.

3° The catering services offered.

4° A description of the itinerary in the case of a tour or trip.

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

2° The type of accommodation, its location, level of comfort, main characteristics, certification and tourist classification under the regulations or practices of the host country.

3° The catering services offered.

4° A description of the itinerary in the case of a tour or trip.

5° The administrative and health formalities to be completed by nationals from another member state of the European Union or from a state party to the Agreement on the European Economic Area, in particular when crossing borders, and also their completion deadlines.

6° The tours, excursions and other services included in the package or which may be available at an additional charge.

7° The minimum or maximum size of the group making the trip or a stay and, if the trip or stay requires a minimum number of participants, the cut-off date for information required from the client wishing to cancel the trip or the stay. This date must not be less than three weeks prior to the date of departure.

8° The amount or the percentage of the price required as a deposit on signature of the contract together with the date(s) of payment of the balance.

9° The terms and conditions of price revision provided for in the contract under Article R. 211-8.

10° The contractual conditions of cancellation.

11° The conditions of cancellation defined in articles R. 211-9, R. 211-10 et R. 211-11.

12° Information on an optional insurance policy covering the consequences of certain cases of cancellation or an optional assistance contract covering a number of particular risks, notably repatriation costs in the event of sickness or an accident.

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

• **Article R211-5 Amended by Decree no. 2009-1650 of 23 December 2009 - art. 1**

The preliminary information given to the client is binding upon the vendor, unless the vendor has expressly reserved the right to change any of the items in that information, in which case the vendor must clearly state to what extent any changes might be made and which items they might affect.

At all events, the client must be notified of any changes made to the preliminary information prior to signature of the contract.

• **Article R211-6 Amended by Decree no. 2009-1650 of 23 December 2009 - art. 1**

Contracts between the vendor and the purchaser must be in writing and in two copies, one of which is kept by the purchaser. Contracts entered into electronically are subject to the provisions of articles 1369-1 à 1369-11 of the Civil Code. The contract must include the following elements :

1° The name and address of the vendor, of his guarantor and of his insurer together with the name and address of the organiser.

2° The destination or destinations of the trip and, in the case of a split stay, the relevant periods and dates.

3° The means, characteristics and categories of the transport used and the dates and places of departure and return.

4° The type of accommodation, its location, level of comfort, main characteristics, certification and tourist classification under the regulations or practices of the host country

5° The catering services offered.

6° A description of the itinerary in the case of a tour or trip.

7° The tours, excursions and other services included in the total price of the trip or the stay.

8° The total price of the services invoiced together with any revision of the price under Article R. 211-8.

9° Details, if applicable, of the fees or taxes pertaining to services such as boarding, disembarkation, landing and tourist taxes when these are not included in the service or services provided.

10° The schedule and the terms and conditions of payment of the price. The last instalment paid by the purchaser must not be less than 30% of the price of the trip or the stay and must be paid on receipt of the documents enabling the trip or the stay to be made.

11° The special conditions requested by the purchaser and accepted by the vendor.

12° The conditions under which the purchaser may make a claim against the vendor for non-execution or improper execution of the contract; such claims must be made to the immediately by any means enabling an acknowledgment of receipt for them to be obtained from the vendor and, if applicable, reported in writing to the organiser of the trip and the provider of the services concerned.

13° The deadline for information from the purchaser should a trip or a stay be cancelled depends on the minimum number of participants, in accordance with the provisions of Article R. 211-4.

14° The contractual conditions of cancellation.

15° The conditions of cancellation set forth in articles R. 211-9, R. 211-10 and R. 211-11.

16° Details of the risks covered and the cost of the guarantees offered by the insurance policy covering the vendor's professional civil liability.

17° Details of the purchaser's insurance policy covering the consequences of certain cases of cancellation (policy number and name of the insurer together with information regarding the assistance contract covering a number of particular risks, notably the costs of repatriation in the event of sickness or an accident. In this case, the vendor must provide the purchaser with a document specifying, as a minimum requirement, the risks covered and the risks excluded.

18° The cut-off date for information to the vendor in the event that the purchaser transfers the contract.

19° The commitment to provide the purchaser, at least ten days prior to the proposed date of his departure, with the following information :

a) The name, address and telephone number of the vendor's local representative; or, failing that, the names, addresses and telephone numbers of local organisations able to assist the client with any problems; or, failing that, an emergency telephone number for urgent contact with the vendor.

b) In the case of travel and stays abroad by minors, a telephone number and an address enabling the minor or the responsible adult on the spot to be contacted directly.

20° The clause governing termination and the reimbursement with no penalty of the sums paid by the purchaser in the event of non-fulfilment of the obligation to provide information in paragraph 13° of Article R. 211-4.

21° The commitment to inform the purchaser, in good time prior to commencement of the trip or the stay, of the departure and arrival times.



• **Article R211-7 Amended by Decree no. 2009-1650 of 23 December 2009 - art. 1**

The purchaser may assign his contract to an assignee who is bound by the same conditions governing the trip or the stay, for the contract to have effect.

In the absence of a provision more advantageous to the assignor, the assignor must inform the vendor of his decision by whatever means are required to obtain an acknowledgment of receipt no later than seven days prior to commencement of the trip. This period is extended to two weeks in the case of a cruise. Under no circumstances is this transfer subject to the prior consent of the vendor.

• **Article R211-8 Amended by Decree no. 2009-1650 of 23 December 2009 - art. 1**

Where the contract makes express provision for revision of the price, within the limits stated in Article L. 211-12, it must give details of the calculation, whether upward or downward, of variations likely to affect the price of the trip or the stay, the part of the price to which the variation applies, and the exchange rate or currency used to calculate the price shown in the contract.

• **Article R211-9 Amended by Decree no. 2009-1650 of 23 December 2009 - art. 1**

When, prior to the purchaser's departure, the vendor is obliged to change any of the essential elements of the contract, such as a significant increase in the price; and should he fail to understand the obligation mentioned in paragraph 13 of Article R. 211-4, the purchaser may, without prejudice to any action for any losses sustained, and having been duly informed by the vendor by whatever means are required to obtain the relevant acknowledgment of receipt:

- either terminate the contract and obtain with no penalty the immediate reimbursement of the monies paid;

- or accept the modification or the replacement trip offered by the vendor; a rider to the contract specifying the change(s) made is then signed by the parties. Any reduction in the price is deducted from any sums

remaining to be paid by the purchaser and, if the price already paid is greater than that of the modified service, the excess amount shall be refunded to the purchaser prior to his date of departure.

• **Article R211-10 Amended by Decree no. 2009-1650 of 23 December 2009 - art. 1**

In the case provided for by Article L. 211-14, when, prior to the purchasers' departure, the vendor cancels the trip or the stay, he must inform the purchaser by whatever means are required to obtain an acknowledgment of receipt; the purchaser, without prejudice to any action for compensation for any losses sustained, obtains from the vendor the immediate reimbursement with no penalty of the monies paid, in which case the purchaser receives compensation at least equal to the penalty which he would have paid if the cancellation on the material date was of his doing.

The provisions of this article do not in any way prevent an out of court settlement whereby the purchaser of a trip or a stay accepts the alternative solution proposed by the vendor.

• **Article R211-11**

When, after the departure of the purchaser, the vendor is unable to provide a preponderant part of the services set forth in the contract and which represent a by no means negligible percentage of the price paid by the purchaser, the vendor must immediately make the following arrangements without prejudice to any action for compensation for any losses sustained :

- either propose alternative services to replace the services agreed to, and also bear any additional costs; and, if the services accepted by the purchaser are in any way inferior to those agreed to, the vendor must refund the price difference to the purchaser, immediately upon his return.

- or, if he is unable to offer an alternative service, or if these are refused by the purchaser for valid reasons, the vendor must provide the purchaser with travel vouchers enabling his return under conditions deemed to be equivalent to the place of departure or to another place agreed to by both parties.

The provisions of this article shall apply in the event of non-fulfilment of the obligation provided for in paragraph 13 of Article R. 211-4.