

CONDITIONS GENERALES DE RESERVATION DE SEJOURS

Articles R211-3 à R211-11 du Code du Tourisme

Article R211-3 modifié par Décret n° 2009-1650 du 23 décembre 2009 - art. 1.

Sous réserve des exclusions prévues aux troisième et quatrième alinéas de l'article L. 211-7, toute offre et toute vente de prestations de voyages ou de séjours donnent lieu à la remise de documents appropriés qui répondent aux règles définies par la présente section. En cas de vente de titres de transport aérien ou de titres de transport sur ligne régulière non accompagnée de prestations liées à ces transports, le Vendeur délivre à l'Acheteur un ou plusieurs billets de passage pour la totalité du voyage, émis par le transporteur ou sous sa responsabilité. Dans le cas de transport à la demande, le nom et l'adresse du transporteur, pour le compte duquel les billets sont émis, doivent être mentionnés. La facturation séparée des divers éléments d'un même forfait touristique ne soustrait pas le Vendeur aux obligations qui lui sont faites par les dispositions réglementaires de la présente section.

Article R211-4 créé par Décret n° 2009-1650 du 23 décembre 2009 - art. 1.

Préalablement à la conclusion du contrat, le Vendeur doit communiquer au Consommateur les informations sur les prix, les dates et les autres éléments constitutifs des prestations fournies à l'occasion du voyage ou du séjour tels que :

1° La destination, les moyens, les caractéristiques et les catégories de transports utilisés

2° Le mode d'hébergement, sa situation, son niveau de confort et ses principales caractéristiques, son homologation et son classement touristique correspondant à la réglementation ou aux usages du pays d'accueil

3° Les prestations de restauration proposées

4° La description de l'itinéraire lorsqu'il s'agit d'un circuit

5° Les formalités administratives et sanitaires à accomplir par les nationaux ou par les ressortissants d'un autre Etat membre de l'Union européenne ou d'un Etat partie à l'accord sur l'Espace économique européen en cas, notamment, de franchissement des frontières ainsi que leurs délais d'accomplissement

6° Les visites, excursions et les autres services inclus dans le forfait ou éventuellement disponibles moyennant un supplément de prix

7° La taille minimale ou maximale du groupe permettant la réalisation du voyage ou du séjour ainsi que, si la réalisation du voyage ou du séjour est subordonnée à un nombre minimal de participants, la date limite d'information du consommateur en cas d'annulation du voyage ou du séjour ; cette date ne peut être fixée à moins de vingt et un jours avant le départ

8° Le montant ou le pourcentage du prix à verser à titre d'acompte à la conclusion du contrat ainsi que le calendrier de paiement du solde

9° Les modalités de révision des prix telles que prévues par le contrat en application de l'article R. 211-8

10° Les conditions d'annulation de nature contractuelle

11° Les conditions d'annulation définies aux articles R. 211-9, R. 211-10 et R. 211-11

12° L'information concernant la souscription facultative d'un contrat d'assurance couvrant les conséquences de certains cas d'annulation ou d'un contrat d'assistance couvrant certains risques particuliers, notamment les frais de rapatriement en cas d'accident ou de maladie

13° Lorsque le contrat comporte des prestations de transport aérien, l'information, pour chaque tronçon de vol, prévue aux articles R. 211-15 à R. 211-18.

Article R211-5 modifié par Décret n° 2009-1650 du 23 décembre 2009 - art. 1.

L'information préalable faite au Consommateur engage le Vendeur, à moins que dans celle-ci le Vendeur ne se soit réservé expressément le droit d'en modifier certains éléments. Le Vendeur doit, dans ce cas, indiquer clairement dans quelle mesure cette modification peut intervenir et sur quel élément.

En tout état de cause, les modifications apportées à l'information préalable doivent être communiquées au Consommateur avant la conclusion du contrat.

Article R211-6 modifié par Décret n° 2009-1650 du 23 décembre 2009 - art. 1.

Le contrat conclu entre le Vendeur et l'Acheteur doit être écrit, établi en double exemplaire dont l'un est remis à l'Acheteur, et signé par les deux parties. Lorsque le contrat

est conclu par voie électronique, il est fait application des articles 1369-1 à 1369-11 du code civil. Le contrat doit comporter les clauses suivantes :

1° Le nom et l'adresse du Vendeur, de son garant et de son assureur ainsi que le nom et l'adresse de l'organisateur

2° La destination ou les destinations du voyage et, en cas de séjour fractionné, les différentes périodes et leurs dates

3° Les moyens, les caractéristiques et les catégories des transports utilisés, les dates et lieux de départ et de retour

4° Le mode d'hébergement, sa situation, son niveau de confort et ses principales caractéristiques et son classement touristique en vertu des réglementations ou des usages du pays d'accueil

5° Les prestations de restauration proposées

6° L'itinéraire lorsqu'il s'agit d'un circuit

7° Les visites, les excursions ou autres services inclus dans le prix total du voyage ou du séjour

8° Le prix total des prestations facturées ainsi que l'indication de toute révision éventuelle de cette facturation en vertu des dispositions de l'article R. 211-8

9° L'indication, s'il y a lieu, des redevances ou taxes afférentes à certains services telles que taxes d'atterrissage, de débarquement ou d'embarquement dans les ports et aéroports, taxes de séjour lorsqu'elles ne sont pas incluses dans le prix de la ou des prestations fournies

10° Le calendrier et les modalités de paiement du prix ; le dernier versement effectué par l'Acheteur ne peut être inférieur à 30 % du prix du voyage ou du séjour et doit être effectué lors de la remise des documents permettant de réaliser le voyage ou le séjour

11° Les conditions particulières demandées par l'Acheteur et acceptées par le Vendeur

12° Les modalités selon lesquelles l'Acheteur peut saisir le Vendeur d'une réclamation pour inexécution ou mauvaise exécution du contrat, réclamation qui doit être adressée dans les meilleurs délais, par tout moyen permettant d'en obtenir un accusé de réception au Vendeur, et, le cas échéant, signalée par écrit, à l'organisateur du voyage et au prestataire de services concernés

13° La date limite d'information de l'Acheteur en cas d'annulation du voyage ou du séjour par le Vendeur dans le cas où la réalisation du voyage ou du séjour est liée à un nombre minimal de participants, conformément aux dispositions du 7° de l'article R. 211-4

14° Les conditions d'annulation de nature contractuelle

15° Les conditions d'annulation prévues aux articles R. 211-9, R. 211-10 et R. 211-11

16° Les précisions concernant les risques couverts et le montant des garanties au titre du contrat d'assurance couvrant les conséquences de la Responsabilité Civile Professionnelle du Vendeur

17° Les indications concernant le contrat d'assurance couvrant les conséquences de certains cas d'annulation souscrit par l'Acheteur (numéro de police et nom de l'assureur) ainsi que celles concernant le contrat d'assistance couvrant certains risques particuliers, notamment les frais de rapatriement en cas d'accident ou de maladie ; dans ce cas, le Vendeur doit remettre à l'Acheteur un document précisant au minimum les risques couverts et les risques exclus

18° La date limite d'information du Vendeur en cas de cession du contrat par l'Acheteur ;

19° L'engagement de fournir à l'Acheteur, au moins dix jours avant la date prévue pour son départ, les informations suivantes :

a) Le nom, l'adresse et le numéro de téléphone de la représentation locale du Vendeur ou, à défaut, les noms, adresses et numéros de téléphone des organismes locaux susceptibles d'aider le Consommateur en cas de difficulté ou, à défaut, le numéro d'appel permettant d'établir de toute urgence un contact avec le Vendeur ;

b) Pour les voyages et séjours de mineurs à l'étranger, un numéro de téléphone et une adresse permettant d'établir un contact direct avec l'enfant ou le responsable sur place de son séjour

20° La clause de résiliation et de remboursement sans pénalité des sommes versées par l'Acheteur en cas de non-respect de l'obligation d'information prévue au 13° de l'article R. 211-4

21° L'engagement de fournir à l'Acheteur, en temps voulu avant le début du voyage ou du séjour, les heures de départ et d'arrivée.

Article R211-7 modifié par Décret n° 2009-1650 du 23 décembre 2009 - art. 1.

L'Acheteur peut céder son contrat à un cessionnaire qui

remplit les mêmes conditions que lui pour effectuer le voyage ou le séjour, tant que ce contrat n'a produit aucun effet. Sauf stipulation plus favorable au cédant, celui-ci est tenu d'informer le Vendeur de sa décision par tout moyen permettant d'en obtenir un accusé de réception au plus tard sept jours avant le début du voyage. Lorsqu'il s'agit d'une croisière, ce délai est porté à quinze jours. Cette cession n'est soumise, en aucun cas, à une autorisation préalable du Vendeur.

Article R211-8 modifié par Décret n°2009-1650 du 23 décembre 2009 - art. 1.

Lorsque le contrat comporte une possibilité expresse de révision du prix, dans les limites prévues à l'article L. 211-12, il doit mentionner les modalités précises de calcul, tant à la hausse qu'à la baisse, des variations des prix, et notamment le montant des frais de transport et taxes y afférentes, la ou les devises qui peuvent avoir une incidence sur le prix du voyage ou du séjour, la part du prix à laquelle s'applique la variation, le cours de la ou des devises retenu comme référence lors de l'établissement du prix figurant au contrat.

Article R211-9 modifié par Décret n°2009-1650 du 23 décembre 2009 - art. 1.

Lorsque, avant le départ de l'Acheteur, le Vendeur se trouve contraint d'apporter une modification à l'un des éléments essentiels du contrat telle qu'une hausse significative du prix et lorsqu'il méconnaît l'obligation d'information mentionnée au 13° de l'article R. 211-4, l'Acheteur peut, sans préjudice des recours en réparation pour dommages éventuellement subis, et après en avoir été informé par le Vendeur par tout moyen permettant d'en obtenir un accusé de réception :

- soit résilier son contrat et obtenir sans pénalité le remboursement immédiat des sommes versées ;

- soit accepter la modification ou le voyage de substitution proposé par le Vendeur ; un avenant au contrat précisant les modifications apportées est alors signé par les parties ; toute diminution de prix vient en déduction des sommes restant éventuellement dues par l'Acheteur et, si le paiement déjà effectué par ce dernier excède le prix de la prestation modifiée, le trop-perçu doit lui être restitué avant la date de son départ.

Article R211-10 modifié par Décret n°2009-1650 du 23 décembre 2009 - art. 1.

Dans le cas prévu à l'article L. 211-14, lorsque, avant le départ de l'Acheteur, le Vendeur annule le voyage ou le séjour, il doit informer l'Acheteur par tout moyen permettant d'en obtenir un accusé de réception ; l'Acheteur, sans préjudice des recours en réparation des dommages éventuellement subis, obtient auprès du Vendeur le remboursement immédiat et sans pénalité des sommes versées ; l'Acheteur reçoit, dans ce cas, une indemnité au moins égale à la pénalité qu'il aurait supportée si l'annulation était intervenue de son fait à cette date. Les dispositions du présent article ne font en aucun cas obstacle à la conclusion d'un accord amiable ayant pour objet l'acceptation, par l'Acheteur, d'un voyage ou séjour de substitution proposé par le Vendeur.

Article R211-11.

Lorsque, après le départ de l'Acheteur, le Vendeur se trouve dans l'impossibilité de fournir une part prépondérante des services prévus au contrat représentant un pourcentage non négligeable du prix honoré par l'Acheteur, le Vendeur doit immédiatement prendre les dispositions suivantes sans préjudice des recours en réparation pour dommages éventuellement subis :

- soit proposer des prestations en remplacement des prestations prévues en supportant éventuellement tout supplément de prix et, si les prestations acceptées par l'acheteur sont de qualité inférieure, le vendeur doit lui rembourser, dès son retour, la différence de prix ;

- soit, s'il ne peut proposer aucune prestation de remplacement ou si celles-ci sont refusées par l'Acheteur pour des motifs valables, fournir à l'Acheteur, sans supplément de prix, des titres de transport pour assurer son retour dans des conditions pouvant être jugées équivalentes vers le lieu de départ ou vers un autre lieu accepté par les deux parties.

Les dispositions du présent article sont applicables en cas de non-respect de l'obligation prévue au 13° de l'article R. 211-4.

General Booking Terms :
Copy of Articles R211-3 to R211-11
of the 'Code du Tourisme'

Article R211-3 Modified by Decree n° 2009-1650 of 23rd December 2009 - art. 1 Subject to the exclusions set out in paragraphs 3 and 4 of Article L. 211-7, all offers and sales of services relating to travel arrangements and accommodation must be accompanied by relevant documents drawn up under the rules set out in this section. In the case of travel only sales, by air or any other form of regular transport, the Vendor will issue the Purchaser with one or more tickets covering the entire journey, issued by the transport company or under his responsibility. In the case of personalised travel arrangements, the name and address of the carrier concerned must be specified. Separate invoicing of various elements of the same holiday package do not exempt the Vendor from the obligations set out under the rules governing this section.

Article R211-4 Established by Decree n° 2009-1650 of 23rd December 2009 - art. 1 Before concluding the contract, the Vendor must provide the Consumer with information about prices, dates and other details relevant to the services provided during the trip such as:

- 1° The destination, the means, types and categories of transport used;
- 2° The type of accommodation, its location, its degree of comfort and its main features, its grading and classification according to local legislation and practice;
- 3° Availability of catering services;
- 4° The description of the itinerary in the case of a tour;
- 5° Administrative and health formalities which must be undertaken by nationals or by citizens of another member state of the European Union or of a state which is part of the European Economic Area and in particular, those relating to border crossings and the time limits regarding the said formalities;
- 6° Visits, excursions and other services included in the price or available as optional extras on payment of a supplementary charge;
- 7° The maximum or minimum number of people necessary for the trip or stay to take place as well as, if this depends on a minimum number of participants, the latest date by which the customer will be informed of the cancellation of the said trip or stay ; this date cannot be less than twenty-one days before the departure date;
- 8° The deposit payable when the contract is concluded and the dates by which the balance is payable;
- 9° The procedure concerning price changes as detailed in the contract under the terms of Article R. 211-8;
- 10° Conditions of cancellation of a contractual nature;
- 11° Conditions of cancellation as set out in Articles R. 211-9, R. 211-10 and R. 211-11;
- 12° Information concerning optional cancellation insurance or holiday insurance covering certain types of risk and in particular repatriation fees in the case of accident or illness ;
- 13° When the contract includes air travel, the information for each stage of the journey as specified in Articles R. 211-15 to R. 211-18.

Article R211-5 Modified by Decree n° 2009-1650 of 23rd December 2009 - art. 1 The information provided in advance to the customer is binding on the Vendor, unless the Vendor has expressly reserved the right to modify certain features. The Vendor must, in this case, indicate clearly to what extent this modification can occur and on which features.

In all cases, any modifications made to the information provided in advance to the customer must be given before the contract is concluded.

Article R211-6 Modified by Decree n° 2009-1650 of 23rd December 2009 - art. 1 Two copies must be drawn up in writing of the contract concluded between the Vendor and the Purchaser, signed by both parties and each party given a signed copy.

When the contract is concluded electronically, Articles 1369-1 to 1369-11 of the Code Civil come into effect.

The contract must include the following clauses :

- 1° The name and address of the Vendor, his guarantor and his insurer as well as the name and address of the organiser;
- 2° The holiday destination or destinations and, in the case of a stay split into different phases, the different periods and dates;
- 3° The means, types and categories of transport used, the dates departure and arrival sites;
- 4° The type of accommodation, its location, its degree of comfort and its main features, its grading and classification according to local legislation and practice;
- 5° Availability of catering services;
- 6° The description of the itinerary in the case of a tour;
- 7° Visits, excursions and other services included in the price;
- 8° The total price of the services invoiced as well the indication of any potential amendment to the invoice under the terms of Article R. 211-8;
- 9° The indication, if relevant, of fees and/or taxes pertaining to certain services such as landing, boarding and take-off fees in ports or airports, local tourist accommodation taxes, when they are not included in the price of the service(s) provided;
- 10° The terms and methods of payment; the final payment made by the Purchaser cannot be less than 30% of the total price of the travel or accommodation and must be made when the travel documents are given to the customer;
- 11° Special conditions requested by the Purchaser and agreed to by the Vendor;
- 12° Complaints procedure; the means by which the Purchaser can make a formal complaint to the Vendor for non-fulfilment or incorrect fulfilment of the contract. Complaints must be made as quickly as possible and by any means which provides a proof of receipt of the complaint by the Vendor, if necessary the complaint may be made in writing to the trip organizer and relevant service provider;
- 13° The latest date by which the Vendor will inform the Purchaser that the trip or stay has been cancelled due to failure to obtain the minimum number of participants, in accordance with the terms of item 7° of Article R. 211-4;
- 14° Conditions of cancellation of a contractual nature;
- 15° Conditions of cancellation as detailed in Articles R. 211-9, R. 211-10 and R. 211-11;
- 16° Precise information concerning the risks covered and the sums guaranteed by the Professional Liability insurance policy held by the Vendor;
- 17° Information concerning cancellation insurance cover taken out by the Purchaser (policy number and name of the insurer) and also holiday insurance covering particular risks such as repatriation costs in case of accident or illness ; the Vendor must provide the Purchaser with a document specifying at least the risks covered and those excluded ;
- 18° The latest date by which the Vendor must be informed by the Purchaser that the contract has been transferred to a cessionary;
- 19° The Vendor must provide the Purchaser with the following information at least ten days before the date of departure:
 - a) The name, address and telephone number of the Vendor's local agent or failing that, the names, addresses and telephone numbers of local bodies which may assist the customer with any problems, or failing that, an emergency contact telephone number for the Vendor ;
 - b) Where the travel arrangements and accommodation are for minors travelling abroad, a telephone number and permanent address to enable direct contact with the child or person in charge of his place of stay ;
- 20° The clause relating to cancellation and total refund of payments made by the Purchaser, in the case of non-respect of the compulsory information detailed in item 13° of Article R. 211-4 ;
- 21° The undertaking to provide the Purchaser with arrival and departure times in good time before the start of the trip or stay.

Article R211-7 Modified by Decree n° 2009-1650 of 23rd December 2009 - art. 1 The Purchaser can transfer his contract to a cessionary who fulfils the same terms as

himself to make the trip or stay, as long as it does not affect the contract in any way

In the absence of any agreed specification to the contrary, the original Purchaser must inform the Vendor of his decision by any means providing proof of receipt by the Vendor at least seven days before the start of the trip.

In the case of a cruise, this delay is extended to fifteen days. Such a transfer necessitates under no circumstances the prior agreement of the Vendor.

Article R211-8 Modified by Decree n° 2009-1650 of 23rd December 2009 - art. 1 When the contract contains a specific possibility of price changes, within the limits set out in Article L. 211-12, it must mention the precise methods used to calculate both price rises and reductions, price variations and in particular transport costs and taxes and currency fluctuations which may affect the price of the trip or stay, the part of the price to which the variation is applicable and the currency exchange rate applied at the time when the prices figuring in the contract were set.

Article R211-9 Modified by Decree n° 2009-1650 of 23rd December 2009 - art. 1 When, before the Purchaser's departure, the Vendor is forced to modify one of the essential parts of the contract such as a considerable price increase, and when he fails to provide the compulsory information detailed in item 13° of Article R. 211-4, the Purchaser can, without prejudice to any potential claim for damages incurred, and after having been informed by the Vendor by any means providing proof of receipt:

- Either cancel the contract and receive an immediate and total refund of all sums paid;

- Or accept the modification or an alternative trip proposed by the Vendor ; an amendment to the contract specifying the relevant modifications must be signed by both parties concerned ; any price reduction will be deducted from the balance outstanding owed by the Purchaser, and if the payments already made exceed the modified price, any over-payment must be refunded before the start of the trip.

Article R211-10 Modified by Decree n° 2009-1650 of 23rd December 2009 - art. 1 In the case provided for in Article L. 211-14, when, before the Purchaser departs, the Vendor cancels the trip or stay, he must inform the Purchaser by any means providing proof of receipt; the Purchaser can, without prejudice to any potential claim for damages incurred, obtain from the Vendor an immediate and total refund of payments ; in this case, the Purchaser will receive compensation which is at least equal to the penalty sum he would have had to pay if he himself had cancelled the trip at that stage of the proceedings.

The terms of this Article do not prevent any amicable agreement being made in which the Purchaser accepts alternative travel arrangements or accommodation proposed by the Vendor.

Article R211-11 When, after the Purchaser has left on his trip, the Vendor finds it impossible to provide a major part of the services detailed in the contract representing a not inconsiderable percentage of the price paid by the Purchaser, the Vendor must immediately make the following arrangements without prejudice to any potential claim for damages incurred :

- Either propose alternative services to those which were planned and take responsibility for any supplementary charges incurred, and if the services accepted by the Purchaser are of inferior quality, the Vendor must refund the price difference as soon as the Purchaser returns from his trip ;

- Or, if he is not in a position to propose an alternative or if the Purchaser refuses to accept it with good reason, he must provide the Purchaser at no extra cost, with travel arrangements under what may be considered as being equivalent conditions to return to his point of departure or to another place acceptable to both parties.

The terms set out in this Article are applicable in the case of failure to respect the obligation provided for in item 13° of Article R.211-4.

Special conditions for booking accommodation and holidays

PART I – GENERAL TERMS AND CONDITIONS

Article 1 : The parties to the contract. This agreement is made between the 'Customer' (or 'Purchaser') and the SARL HAUTE-BRETAGNE VACANCES (or 'Vendor'). The latter, who specialises in holiday rental properties and the creation and sale of holidays, exercises the said activities in the following legal and regulated framework :

- for property rentals (excluding packages) : Article 68 of the 1972 decree modified by Decree N°2005-1315 of 21 October 2005 article 43 (JORF 23 October 2005, applicable from 01/01/2006).

- for stays, trips and all tourist packages : articles R211-3 to R211-11 of the Code of Tourism.

Article 2 – Duration of contract. The object of this contract is the reservation of accommodation or a stay. It is made for a specified length of time and cannot, under any circumstances, give any right to remain on the premises after the agreed date.

Article 3 – Booking. A booking becomes firm when the Reservation Service receives a deposit of 25% of the total cost of the stay (including booking fee and optional cancellation insurance, if applicable) along with a copy of the agreement, signed by the customer, before the deadline indicated on the back of the rental agreement. For gites, self-catering properties, chalets and equivalent accommodation, please see PART II – Article 21 of these terms and conditions.

Article 4 – Payment of the outstanding balance. The outstanding balance of the stay must be paid to the HAUTE-BRETAGNE-VACANCES by the customer no later than one month before the date of arrival. If the balance is not paid before the due date, the stay is considered as cancelled, the accommodation will be made available for rental and no refund will be paid.

Article 5 – Late bookings. In the case of late bookings, less than 30 days before the arrival date, the whole cost of the stay is payable at the time of booking

Article 6 – Cancellation by the customer. All cancellations must be made in writing and sent by registered letter to the HAUTE-BRETAGNE-VACANCES. The date on which notification is received will apply in the calculation of any refund.

The Customer does not have cancellation insurance: where cancellation is made by the customer, the relevant refund details below will be applied by the HAUTE-BRETAGNE-VACANCES, minus any booking fee paid at the time of booking:

- Cancellation more than 20 days before the arrival date : 75 % of total cost of the stay is refunded.

- Cancellation between the 20th and the 8th day inclusive before the arrival date : 50% of the total cost of the stay is refunded.

- Cancellation between the 7th and the 2nd day inclusive before the arrival date : 25% of the total cost of the stay is refunded.

- Cancellation less than 2 days before the arrival date: no refund will be made.

No refund will be made under the following circumstances:

- when a customer does not show up at the property.

- for a stay in the context of a gift package (coffret cadeau or séjour cadeau)

The Customer has cancellation insurance: please refer to the details on the insurance agreement.

Article 7 - Early departure. If a customer curtails his stay, he is not entitled to a refund unless the reason for early departure is covered by any cancellation insurance held by the customer.

Article 8 - Modification of an essential element. If a major modification to an essential part of the agreement is made before the arrival date by:

- HAUTE-BRETAGNE-VACANCES : please refer to the attached GENERAL TERMS AND CONDITIONS FOR RESERVING STAYS – ArticleR211-9 of the Code of Tourism

- The Customer (change in dates of stay, number of people in party, programme, etc), up to 7 days before the agreed arrival date, HAUTE-BRETAGNE-VACANCES will invoice a fee of 30€. 6 days or less before the arrival date, the reservation is considered as having been cancelled by the CUSTOMER (please see Article 6).

Article 9 – Cancellation by the Vendor. Please refer to the attached GENERAL TERMS AND CONDITIONS FOR RESERVING STAYS –ArticleR211-10 of the Code of Tourism.

Article 10 - Failure of the Reservation Service to supply services stipulated in the agreement during the stay. Please refer to the attached GENERAL TERMS AND CONDITIONS

FOR RESERVING STAYS – ArticleR211-11of the Code of Tourism.

Article 11 – Non-transferability of the contract. The reservation agreement is made between named parties and cannot be transferred.

Article 12 –Customer Liability. The Customer is responsible for checking that the information provided at the time of booking is exact and complete. He must ensure that the contact details provided at the time of booking are correct and valid to receive the booking confirmation. In the case where the Customer does not receive the booking confirmation, it is his responsibility to contact the VENDOR. To enable the booking to be handled smoothly, the CUSTOMER must inform the VENDOR of any modifications to the information provided at the time of booking.

Article 13 – Vendor Liability. The Vendor who offers services to a Customer is the unique interlocutor with the said Customer and is responsible for carrying out the obligations stipulated in these Conditions of Sale. The Vendor cannot be held liable for random incidents, cases of 'Force majeure' or incidents caused by any person unknown to the organisation, which affect the smooth-running of the stay. HAUTE-BRETAGNE-VACANCES will not be liable when the agreement has been used by a third party or for purposes other than tourism.

Article 14 – Protection of personal information. In accordance with the law of 6th January 1978 concerning information technology, data processing and freedom of information, the Customer has the right to access, correct or delete any of the personal information concerning himself at any time. In order to exercise this right, he should write or email HAUTE-BRETAGNE-VACANCES. Unless the Customer expressly refuses, this personal information may be the object of a commercial transaction.

Article 15 – Applicable legislation and jurisdictional competence. The parties agree that this present contract is governed by French Law including the definition of jurisdictional competence.

Article 16 – Complaints – settling disputes – dishonest customers. All complaints concerning the failure to execute or flawed execution of the terms of this contract must be submitted by registered letter to HAUTE-BRETAGNE-VACANCES as soon as possible. All complaints concerning the state of the property on arrival and concerning the property description sheet must be submitted to HAUTE-BRETAGNE-VACANCES within 3 days of arriving at the property. Disputes should be presented to the Quality Department of HAUTE-BRETAGNE-VACANCES, or, if necessary, to the organisation responsible for the approved label, the owner or the relevant service provider, who will do all they can to reach an amicable settlement. When HAUTE-BRETAGNE-VACANCES, acting as the agent, is led on behalf of the owner to pay off the Customer, he takes on the rights and actions of the owner. The Vendor reserves the right to cancel or refuse any order from a Customer with whom a dispute over payment of a previous debt may exist.

Article 17 – Revision of prices for package holidays. The prices of package holidays are fixed according to the prevailing economic conditions at the time of their creation. They are likely to be revised in case of the variation in the exchange rate, fluctuations in transport costs and different taxes in effect. The amount of the holiday stipulated in firm contracts cannot be modified less than 30 days before the departure date, except in the case of air taxes, which can be modified up until the tickets are issued.

Article 18 – Arrival – Presentation of receipt. On arrival, the Customer must give the Owner(s) or Service Provider(s) the receipt(s) as proof of the booking made through HAUTE-BRETAGNE-VACANCES. The customer must arrive on the appointed day and at the time specified in this agreement or on the receipt. In the case of late arrival or a last-minute problem, the customer must advise the person (the owner or his agent) whose address and phone number are shown on the receipt or the property description sheet. Any products or services not used due to late arrival cannot be subject to any refund.

Article 19 Pets. This agreement states whether or not a customer can bring a pet to the property. If the ruling is not adhered to, the owner or his agent can refuse admission to the property and no refund will be made under any circumstances. The owner or service provider can ask for payment of an additional fee and/or security deposit. The amounts are specified at the time of booking.

Article 20 : Right to cancel. Under the terms of Article L121-20-4 of the Consumer Code, the Customer does not benefit from any 'cooling off period' as the object of the agreement is the provision of accommodation, transport, catering and leisure services on a given date or during a specified period of time.

PART II – SPECIAL TERMS AND CONDITIONS CONCERNING GITES, SELF-CATERING PROPERTIES, CHALETS, EQUIVALENT ACCOMMODATION AND BED & BREAKFAST ESTABLISHMENTS

These conditions apply in addition to those listed above.

Article 21 – Payment Schedule.

For reservations made:

- More than 30 days before the start of the stay : a deposit of 25% of the rental (and 25% of services directly related to the stay, when reserved at the time of booking), plus booking fees, plus optional cancellation insurance, if applicable, must be paid at the time the agreement is concluded. The balance is payable 30 days before the start of the stay.

- 30 days or less before the start of the stay : the Customer must pay the total amount due for the stay at the time of signing the agreement.

Article 22 - Methods of payment. If the time lapse between the booking date and the date of the start of the stay is less than 7 days, payment must be by credit/debit card.

Article 23 – Capacity. This agreement is drawn up for a maximum number of people. If the number of people in the accommodation exceeds the maximum specified number, the owner or his agent can refuse to accept the extra guests. Any modification or breach of this agreement will be considered to have been made by the customer.

Article 24 – Prices. Gites, self-catering properties, chalets and equivalent accommodation : Prices are shown on the property description sheet and correspond to the rental cost of the gite, self-catering property, chalet or equivalent accommodation. The price is for one week (from 4pm Saturday to 10am the following Saturday) or for a short stay (arrival 3pm, departure 2pm). For stays of any other length, please ask for a quote from HAUTE-BRETAGNE-VACANCES.

Bed & Breakfast Establishments : the prices shown are for one room with breakfast for the number of people specified for one night. Where evening meal is offered by the owner, the price for an evening meal including drinks, is also shown.

PART III – SPECIAL TERMS AND CONDITIONS CONCERNING GITES, SELF-CATERING PROPERTIES, CHALETS AND EQUIVALENT ACCOMMODATION ONLY.

Article 25 – Inventory. An inspection of the property is made by the customer and the owner or his agent when the customer arrives and leaves the property and an inventory is signed by both parties. This inventory is the only document referred to in case of any complaint concerning the state of the property.

Article 26 - Security deposit for gites, self-catering properties, chalets and equivalent accommodation. When the customer arrives at the property he has rented, he will be asked to pay a security deposit by the owner. The amount of this deposit is specified on the property description sheet. If any damage is indicated on the departure inventory, the security deposit will be refunded minus the amount required for repairs.

If the customer leaves before the time stipulated on the agreement and an inspection and inventory cannot be made before departure, the security deposit will be sent back to the customer within a week.

The customer must treat the property with care. The degree of cleanliness on arrival at the property will be stated in the inventory. The customer is responsible for keeping the property clean during his stay and also before leaving. Any cleaning charges that may be payable are calculated on the basis set out in the property description sheet.

Article 27 - Payment of charges. At the end of his stay, the customer must pay the owner or his agent any charges not specifically included in the rental price.

The amount of these charges is calculated as described in the property description sheet and a receipt will be given by the owner (or his agent).

Article - 28 : Insurance. The customer is liable for any damage he may cause and must have adequate insurance cover.

HAUTE BRETAGNE VACANCES

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Registered number : ATOUT FRANCE : IM035100018

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Manager : Mme Laure LEBARBIER

Financial guarantor : APS, 15, avenue Carnot, 75015 Paris

Insurer : Allianz, Cœur Défense – 82 Esplanade du Général de

Gaulle, 92400 Courbevoie – France

MAJ : 15/10/15