



**ADAGIO SAS** (a company incorporated under the laws of France, with share capital of 1,000,000 euros, registered with the Paris Trade and Companies Register under no. 503 938 110, whose headquarters are located at Artois – Espace Pont de Flandres, 11 rue de Cambrai, 75947 Paris Cedex 19, France), acting in the name and on behalf of its subsidiaries, operates, either directly or indirectly, Tourist Residences and Hotels (hereinafter referred to as (the) "Residence(s)"), in France and abroad, under the "Adagio" and "Adagio access" brands, by offering apartments, rooms, and/or villas (hereinafter interchangeably referred to as "Apartments") for rent.

Special provisions may apply, depending on the brand, the Apartment type and the status of the Residence (Tourist Residence or Tourist Hotel).

# General conditions of sale

Our general conditions of sale comply with the provisions of article R. 211-12 of the Code of Tourism. In order to comply with legal provisions, we reproduce articles R. 211-3 to R. 211-11 of the aforesaid Code.

# **ARTICLE 1: RESERVATION**

A booking for an **ADAGIO** Apartment is not valid until **ADAGIO** has issued written confirmation of the booking, regardless of the sales channel used.

For "multiple" reservations" a separate group agreement must be concluded and in the event of a contradiction between the latter and all the conditions of these General Sales Conditions, the special agreement shall prevail. In this regard, "multiple" means a reservation for 7 or more Units of Accommodation, or accommodation for 15 or more persons in the same Residence reserved by the same legal or physical person

## ARTICLE 2: RATES

**ADAGIO** applies a tiered pricing system for stays of 4 nights or more: This is the "4 nights and more" Offer, which is valid for all bookings of 4 nights or more, and applies to all Adagio and Adagio access accommodation at all times.

All reservations, regardless of origin, are payable in the hotel's local currency, unless specifically indicated otherwise.

Prices are per apartment per night for the dates and duration of stay chosen, regardless of the number of persons occupying the apartment, within the limit of the maximum allowed, and include: provision of the apartment, taxes, and charges (water, electricity, heating). Depending on the local regulations in force, some additional taxes, such as city taxes, may be required upon your arrival at the Residence.

For stays between one and three nights, the price includes daily cleaning (except stated otherwise for the rate you receive). For stays of four to seven nights, the price includes cleaning at the end of the stay. For stays of eight nights or more, the price includes weekly cleaning.

For Adagio access villas, the price includes weekly cleaning, regardless of the duration of stay.

Cleaning comprises change of sheets and towels and cleaning of the apartment (except kitchen and dishes). Daily cleaning, at an additional charge, can be requested directly at the Residence's reception.

Unless it is included in the rate or specifically selected at the time of booking, supplementary services (breakfast, half board, full board, etc.) are available as options to be paid for at the hotel.

The rates cannot be combined with any other promotional offers in force. **ADAGIO** reserves the right to change them in the event of legislative change and/or regulatory change likely to result in a change in prices (for example, and without limitation, modification of the VAT rate in force or a new tax).

# **ARTICLE 3: GUARANTEES**

Except as stated otherwise in your rate, or if there are special provisions attached to a contract ("Company" and "Leisure" contracts, etc.), all bookings must be guaranteed with a valid credit card number at the date of the beginning of your stay and accompanied by payment, according to the terms below:

- For stays between 1 and 9 nights, a guarantee by credit card and pre-authorization from the customer's bank corresponding to the cost of one night's stay are requested at the time of booking,
- For stays between 10 and 27 nights, a guarantee by credit card and deposit corresponding to four nights is requested at the time of booking,
- For stays between 28 and 90 ninety nights, a guarantee by credit card and deposit corresponding to six nights is requested at the time of booking,

- For stays more than 91 nights, a guarantee by credit card and deposit corresponding to fifteen nights is requested at the time of booking.

The guarantee can be used by **ADAGIO** in the event of non-payment by the occupant of the sums due to **ADAGIO**, pursuant to the provision of accommodations and/or optional services consumed on-site (phone, parking, etc.), damage caused in apartments or common areas, or, in the case of theft in the Residence. The customer's credit card used for payment and the guarantee of the stay could be charged after departure at an amount corresponding to a quote for repair following the discovery of damage to the apartment occupied by the client.

Failure to comply with these conditions will result in your reservation not been guaranteed.

The credit card used to make the reservation, as well as valid identity documents must be presented upon arrival. Failing to do so may result in access to the apartment being refused by **ADAGIO**.

Except for special provisions attached to a contract, in addition to the above terms, for stays longer than 28 nights, a seasonal rental contract will be made between the Residence and the occupant at the time of arrival. The occupant must provide the following documents: *last three pay slips, last notice of taxation, proof of residence, a RIB [bank information slip], a copy of the identity document, and a bank guarantee supported by a valid credit card number until the end of the stay.* 

The reservation is not guaranteed if all these documents are not provided at the time of signing the accommodations contract.

For stays in an Adagio access Residence and/or a Residence located outside French territory: checks are not accepted as a means of guarantee or payment of deposits, or more generally as a means of payment (see **Article 4**). Please note that *Chèques Vacances* will not be accepted at Residences located outside French territory.

## **ARTICLE 4: PAYMENT FOR THE RESERVATION**

Except as stated otherwise in your rate offer, or if there are special provisions attached to a contract ("Company" and "Leisure" contracts, etc), the conditions of payment differ depending on the duration of stay and relevant brand.

For stays between one and fourteen nights: for Residences Adagio and Adagio access, the balance of the entire stay must be paid upon arrival

For stays between 15 and 27 nights: for Residences Adagio and Adagio access, the price for 15 nights is required on arrival, deposit deducted. The balance is settled before the end of the first two weeks.

*For stays exceeding 28 nights:* for Residences Adagio and Adagio access, the price of 15 nights is required on arrival. During the stay, and before the end of each two weeks, the amount of the following two weeks must be settled in advance.

**Payment methods:** Any payment method can be used: cash (up to the legal limits), payment card (Mastercard, Visa), check or wire transfer.

Note: Payments by check are not accepted for bookings relating to stays in Adagio access Residences and/or Residences located outside French territory. *Chèques Vacances* will not be accepted at Residences located outside French territory.

#### ARTICLE 5: CANCELLATION/MODIFICATION OF THE RESERVATION

#### 5.1 - Conditions of reservation cancellation

Except as stated otherwise in the your rate offer, or if there are special provisions attached to a contract ("Company" and "Leisure" contracts, etc.), the period for complete cancellation without charge of your booking depends on the total duration of stay originally reserved:

For stays between 1 and 3 nights, the cancellation is free of charge up to the day of arrival, 6 pm (local time)

For stays between 4 and 9 nights, the cancellation is free of charge up to the day before arrival, 12:00 (local time)

For stays between 10 and 90 nights, the cancellation is free of charge up to three (3) days before arrival, 12:00 (local time)

For stays more than 91 nights, cancellation is free of charge up to seven (7) days before arrival, 12:00 (local time)

Any cancellation, in order to be taken into account by Residences, must be communicated:

- Either directly to the Residences by fax or email
- in the reservation system or to the service provider used when the accommodation was purchased

Beyond these deadlines, and in event of non-arrival of the occupant on the arrival day, **ADAGIO** reserves the right, unless local legislation does not permit this, to apply the following cancellation penalties:

- Price of 1 night at the reserved rate, for stays between 1 and 3 nights
- Price of 2 nights at the reserved rate, for stays between 4 and 9 nights
- Price of the amount corresponding to the payments made for stays of more than 10 nights

With regard to supplementary services selected at the time of booking: For any cancellations made after the time limits mentioned above and in the event of non-arrival of the Occupant on the arrival day, **ADAGIO** reserves the right to apply the following cancellation penalties:

- The daily amount of the service, for stays between 1 and 3 nights
- Twice the daily amount for the service, for stays between 4 and 9 nights
- 4 times the daily amount for the service, for stays longer than 10 nights.

The reservation can be canceled directly on the <u>www.adagio-city.com</u> website in the "Review or cancel your reservation" section.

#### 5.2 - Conditions of partial cancellation of the booking

Will be regarded as partial cancellation of the booking, any modification of the date, duration of stay, type of apartment or place of stay of the booking initially confirmed by **ADAGIO**.

Any partial cancellation of the booking is likely to cause a modification of the rate and payment of penalties:

i. In view of **ADAGIO's** tiered pricing system linked to the length of stays, if the partial cancellation of the booking corresponds to a change in the duration of stay, the latter may give rise to a tariff change.

If the length of stay is shorter than that originally booked, the tariff change is retroactive until the day of arrival.

*In the case of a longer stay*, the confirmation is subject to **ADAGIO's** acceptance and the tariff change is applied from the date of notification of extension of the stay in respect of the extra night(s). The tariff change will not be applied retroactively.

ii. If the partial cancellation of the booking is made before the date of arrival, and after the following deadlines:

For stays between 1 and 3 nights, no cancellation charge will be applied until the day of arrival, 18:00 (local time)

For stays between 4 and 9 nights, no cancellation charge will be applied until the day before the date of arrival, 12:00 (local time)

For stays between 10 and 90 nights, no cancellation charge will be applied until three (3) days before arrival, 12:00 (local time)

For stays longer than 91 nights, no cancellation charge will be applied until seven (7) days before arrival, 12:00 (local time)

Then the penalty charges set out in item iii below will apply.

iii. If the partial cancellation of the booking is made after the date of arrival, the terms are as follows:

For stays between 1 and 9 nights, the partial cancellation of the booking must be made before 12 noon on the day of departure to be free of charge. After that, payment of one night is requested.

For stays between 10 and 27 nights, the partial cancellation of the booking must be made by 12 noon on the day before departure, to be free of charge. Beyond this time, payment will be requested for the cancelled nights. Where 2 or more nights are cancelled, **ADAGIO** will only request payment for 2 nights.

For stays between 28 and 90 nights, the partial cancellation of the booking must be made up to three days before departure, by 12 noon, to be free of charge. Beyond this time, payment will be requested for the cancelled nights. Where 3 or more nights are cancelled, **ADAGIO** will only request payment for 3 nights.

For stays longer than 91 nights, the partial cancellation of the booking must be made up to seven days before departure, by 12 noon, to be free of charge. Beyond this time, payment will be requested for the cancelled nights. Where 7 or more nights are cancelled, **ADAGIO** will only request payment for 7 nights.

Any partial cancellation of the booking must be notified:

- Either directly to the Residence by fax or email;
- Or directly into the reservation system or to the service provider used when booking your stay.

Please note that a premature departure will not give rise to any reimbursement on the part of ADAGIO.

# ARTICLE 6: NON-EXCHANGABLE / NON-CHANGEABLE / NON-REFUNDABLE / NON-CANCELLABLE STAYS AND OFFERS

Some of our stay packages are termed "non-exchangeable, non-refundable." For these stays, the following conditions supersede the terms of cancellation and modification mentioned above:

Non-exchangeable, non-refundable, non-cancellable and non-changeable: Given the preferential rate agreed by **ADAGIO**, the subscription to the offer and/or stays reserved are not exchangeable, refundable, or changeable. No request for amendment or cancellation can be considered. Regardless of the date on which the reservation is canceled, a payment equal to 100% of the total amount of the stay is retained. Non-consumption of optional services reserved and invoiced does not give rise to any reimbursement.

Non-arrival at the place of stay: if you do not show at the place of stay, a payment equal to 100% of the total amount of the stay is retained.

#### **ARTICLE 7: ARRIVAL AND DEPARTURE**

Handover of keys take place starting at 3 pm on the day of your arrival. Keys are returned before 11 am on the day of your departure. After that time, an additional night is charged. These times are for informational purposes and may be different for some of our Residences.

#### **ARTICLE 8: OCCUPANCY**

An apartment booked for a fixed number of occupants must never be inhabited by a greater number of people. All children age 2 and above are regarded as persons in their own right and are counted as occupants of the apartment. **ADAGIO** informs you that it is not possible to add additional beds in apartments.

#### **ARTICLE 9: MINORS**

We draw your attention to the fact that our Residences do not have a Holiday and Leisure Centers within the context of decree no. 2002-883 dated May 3, 2002, and are not suitable for collective or individual stays outside the family home for minors under age 18, unaccompanied by their legal administrators. **ADAGIO** reserves the right to refuse access to the apartment that would have been reserved for those unaware of this requirement for the benefit of minors under age 18 unaccompanied by their legal administrators presenting at reception of the Residence and to proceed with the immediate cancellation of the stay. Under the same conditions, **ADAGIO** can proceed at any time before the beginning of the stay with the cancellation of the reservation if it discovers that the apartment is intended to accommodate minors under age 18 unaccompanied by their legal administrators.

**Child Policy**: Accommodations are free for babies under age 2 (two) staying in the apartment of his/her parents and must be mentioned at the time of booking. Baby kits can be reserved in advance, directly from reception (high chair + cot), subject to availability.

#### ARTICLE 10: PERSONAL DATA

Personal data collected by **ADAGIO** in the context of the reservations of your stays are necessary for processing your order, managing your participation in the ACCOR Group loyalty program, if applicable, and sending information about **ADAGIO** products and services.

ADAGIO cannot register the reservation without this information.

You can decline to allow your data to be used for marketing purposes, including commercial.

The customer is hereby informed that all personal data collected is processed electronically, for which ADAGIO is responsible.

In application of Community Directives 95/46/EC, 2002/58/EC, and 2006/24/EC, you have a right to access, modify, correct, and delete personal data concerning you by writing directly to the headquarters of **ADAGIO**:

- To a letter sent to: Adagio SAS Customer Relations Department 11, rue de Cambrai 75947 Paris cedex 19, or
- An email sent to: contact.adagio@adagio-city.com

Unless you object, this data may be communicated to the Groups PIERRE & VACANCES CENTER PARKS, and ACCOR and to our business partners.

## ARTICLE 11: CARDS AND SUBSCRIPTIONS

The benefits, discounts, and reservation guarantees related to the subscription or ACCOR loyalty cards (LE CLUB ACCORHOTEL, ACCOR FAVORITE GUEST BUSINESS) are only applicable to bookings made at participating Residences or Adagio access, and are not combinable with any other type of offer.

The conditions for obtaining LE CLUB ACCORHOTEL points are governed by the general conditions of the LE CLUB ACCOR HOTEL loyalty program, it being stated that no points are obtained for bookings made at Residences not affiliated with the loyalty program.

# **ARTICLE 12: RULES**

Internal regulations are displayed in each Residence and/or apartment. Every occupant is presumed to have read this. The occupant undertakes to keep furniture made available to them in the apartment in good general condition and must declare to reception any defects or malfunctions.

Take precautions to avoid possible inconvenience: close your bay windows before leaving your apartment, and lock your door with a key. We remind you that any personal items left behind in your apartment when you leave does not render **ADAGIO** liable.

**ADAGIO** reserves the right to enter apartments for cleaning and to check the general condition and security conditions of the apartment.

Except in special cases (inquire at the Residence), animals are admitted on presentation of a rabies certificate and certificate of aptitude for detention in the case of classified dogs, and subject to the Residence being informed in advance and payment of the package fee provided for this purpose and payable on the spot.

Some Residences offer WIFI access (payable or not) that allow customers to connect to the Internet. A customer undertakes to ensure that the computing resources made available by **ADAGIO** is in no way used for purposes of reproduction, representation, provision or communication to the public of works or of objects protected by copyright or similar right, such as texts, images, photographs, musical works, audiovisual works, software, and video games, without the authorization of the holders of the rights provided in books I and II of the code of intellectual property when this authorization is required. The customer is obligated to comply with the security policy of the Internet access provider of the Residence, including the rules of use of the means of securing it, with the aim of preventing illicit use of computing resources (or other denomination used in the Charter of the company], and to refrain from any acts that undermine the effectiveness of these means. If the customer does not comply with the above obligations, he/she can be charged with infringement (article L. 335-3 of the intellectual property code), punishable by a fine of 300,000 euro and three years imprisonment.

In the event of breach by the occupant of the obligations to be borne under the present, including the noncompliance with the rules, **ADAGIO** reserves the right to interrupt a stay.

## ARTICLE 13: POSSIBLE MODIFICATION OF YOUR STAY

If circumstances oblige us to do, and only in the event of force majeure, beyond our control, **ADAGIO** could be obligated to partially or totally modify your stay (total or partial closure of a site, of common facilities like a swimming pool, restaurant, etc.).

## **ARTICLE 14: RESPONSIBILITY – APPLICABLE REGULATIONS**

14.1 - **ADAGIO** Residences have different statutes depending on the country. The statutes of the establishments are specified on the ADAGIO website and in all communications. The regulations relating to the status of the establishment and the country apply.

Thus, we wish to bring to your attention the fact that:

- Rental in a Residence of Tourism does not enter in the context of the responsibility of hoteliers. Accordingly, the responsibility of ADAGIO cannot be engaged in case of loss, theft, or damage to personal effects in its establishments classified as a Residence of Tourism, in apartments and in car parks or common areas.
- Rental in Hotels is part of the responsibility of hoteliers set by the regulations applicable to each country where the establishment is located. Accordingly, in case of loss, theft, or damage to personal effects in apartments and parking lots or common areas, liability of the hotelier is incurred only within the limits set forth by applicable law.

The prescription for the amounts due under the services sold by **ADAGIO** is not within the scope of application of the hotel (article 2272 of the Civil Code). By exception to article 2244 of the Civil Code, the sending of a mail with return receipt requested by **ADAGIO** to any debtor customer interrupts the prescription applicable to the matter.

In application of the regulations in force in some countries, it may be requested from the client, upon arrival at the Residence, to fill out a police sheet. To do this, the client is requested to present an identity document in order to check if the latter must complete the police sheet.

The occupant cannot take advantage of the legal provisions applicable to leases for housing, particularly as regards remaining in the premises. The occupant undertakes not to elect domicile at the address of the establishment or use the address for tax or professional purposes, or lend, sublet, in any capacity, the apartment to a third party.

14.2 - These conditions of sale are governed by French law, without prejudice to the law applicable by virtue of the provisions of private international law.

They are applicable to both substantive and procedural rules.

14.3 - The photographs shown on the site and/or in the catalogue are not contractual. Even though all efforts are made to ensure that the photographs, graphical representations, and the texts reproduced to illustrate the Residences submitted give an overview of the accommodations offered, variations may occur, in particular, through changes of furniture or renovation. The customer has no right to make a claim in this regard.

# **ARTICLE 15: AFTER-SALES**

Our teams on-site are at your disposal during your stay to respond to your complaints, resolve any malfunctions, and allow you to fully enjoy your stay. Please contact them for any requests. Any claim, after your stay, could be subject:

- To a letter sent, by registered mail with return receipt requested, to Adagio SAS Customer Relations Department 11, rue de Cambrai 75947 Paris cedex 19, or
- An email sent to: contact.adagio@adagio-city.com

Within a period of two months after the end of your stay, so that we can respond as soon as possible. We draw your attention to the fact that the longer you take to submit a claim, the more difficult it may be to respond to your request in your best interest. Please specify, in your mail, the name of the person who reserved the stay, the number of the reservation, and the place and dates of your stay, as well as the type of apartment or room reserved, in order to facilitate the processing of your request. Similarly, please attach to your mail all supporting documents allowing us to reduce the time to process your claim.

#### **ARTICLE 16: OPPOSITION TO GENERAL SALES CONDITIONS**

Booking one of our stays implies acceptance of our General Conditions of Sale. To familiarize yourself with the terms and conditions applicable at the date of your booking (and in particular terms applicable to bookings, payment, making changes and cancellations), please consult them on line at <u>www.adagio-city.com</u>.

In the event of a conflict between these General Conditions of Sale and the special terms and conditions applicable to a particular tariff (non-changeable, non-refundable public rates) or contract ("Company" and "Leisure" contracts, etc.), the latter shall prevail, except in cases of multiple bookings.

#### **ARTICLE 17 – SUBSIDIARIES AND OPERATING COMPANIES**

**ADAGIO** is appointed by its subsidiaries and operating companies of Residences under ADAGIO or ADAGIO access brand to sell stays, ensure managing and monitoring of your bookings in their name and on their behalf (excluding transport services, insurances and application fees or sale of "packages" stays distributed in its own name).

**Operating companies:** ADAGIO SAS, PV-CP CITY (513635987 RCS PARIS), PV RESIDENCES & RESORTS FRANCE (508321155 RCS PARIS), GESCAP, AUBETTE TOURISME, AKEYRIS, SOCIETE HOTELIERE TOULOUSE CENTRE, SEV.

**Subsidiaries:** ADAGIO DEUTSCHLAND GMBH, PV EXPLOITATION BELGIQUE SA, NEWCITY APARTHOTEL BETRIEBS GMBH, NEWCITY SUISSE SARL et ADAGIO HOTELS UK LIMITED.

#### **ARTICLE 18 – REPRODUCTION OF ARTICLES APPEARING IN THE FRENCH CODE OF TOURISM**

Art. R. 211-3 - Subject to the exclusions set out in the third and fourth sections of article L. 211-7, the offer and sale of any journeys or stays result in the provision of the relevant documents that comply with the rules set out in this section. In the event of the sale of air tickets or other tickets not accompanied by services related to this transport, the seller must provide the purchaser with one or more tickets for the entire journey, issued by the carrier or under its responsibility. In the event of personalized transport, the name and address of the carrier, on whose behalf the tickets are issued, must be mentioned. Separate invoicing of the various items in the same package does not exempt the seller from its obligations outlined in the regulatory provisions of this section.

Art. R. 211-3-1 - The exchange of pre-contractual information or the provision of contractual conditions takes place in writing. This can be done electronically, subject to the conditions of validity and performance set forth in articles 1369-1 to 1369-11 of the civil code. The name or business name and address of the seller is stated as well as its registration in the register provided in (a) of article L. 141-3 or, if applicable, the name, address and registration of the federation or union stated in the second section of article R. 211-2.

**Art. R. 211-4** - Prior to conclusion of the contract, the seller must disclose to the consumer information relating to prices, dates, and all other details regarding the items supplied for the journey or stay, such as:

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

**2.** The type of accommodation, location, level of comfort and its primary features, its approval, and tourist classification corresponding to the regulations or uses of the host country;

3. Catering services provided;

The description of the itinerary when it is a tour;
The administrative and health formalities to be carried out by nationals or by nationals of other Member States of the European Union or a State party to the European Economic Area agreement in the event, inter alia, of borders being crossed as well as deadlines for completion;

 The visits, excursions, and other services included in the package or potentially available for a surcharge;

7. The minimum or maximum group size required for the journey or stay, as well as, if the journey or stay requires a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the journey or stay; this date can be no less than twenty-one days before departure;

8. The amount or percentage of the price to be paid as a deposit at the conclusion of the contract, as well as the payment schedule for the balance;

**9.** The procedures for revising prices, as outlined in the contract pursuant to article R.211-8:

**10.** Cancellation conditions of a contractual nature;

**11.** The cancellation conditions outlined in articles R.211-9, R.211-10, and R.211-11;

**12.** Details about optional subscription to an insurance contract covering the consequences of some cases of cancellation or a contract covering certain specific risks, including the costs of repatriation in the event of accident or illness;

**13.** When the contract includes air transport, details of each flight segment as set forth in articles R.211-15 to R.211-18.

Art. R.211-5 - The prior information given to the consumer commits the seller, unless in this the seller has not expressly reserved the right to modify some elements. The seller must, in this case, clearly indicate how this change may occur and on what elements. In any event, changes made to the prior information must be provided to the consumer before the conclusion of the contract.

Art. R.211-6 - The contract concluded between the seller and purchaser must be in writing, in duplicate, one of which is given to the purchaser, and signed by the two parties. When the contract is made electronically, it is done in accordance with articles 1369-1 to 1369-11 of the civil code. The contract must include the following clauses:

1. Name and address of the seller, guarantor and insurer, as well as the name and address of the organizer; 2. Destination or destinations of the journey and, for a journeys involving several segments, the different periods and their dates;

3. Means, characteristics, and categories of transport used, dates and points of departure and return;

4. Type of accommodations, location, level of comfort and its primary features and tourist classification under the regulations or uses of the host country;

5. Catering services provided;

6. Itinerary when involving a tour;

7. Visits, excursions, or other services included in the total price of the journey or stay;

**8.** Total price for the services invoiced, as well as details of possible revisions to this billing under the provisions of article R.211-8;

9. Details, if applicable, of charges or fees for particular services, such as landing fees, boarding and disembarking fees at ports and airports, city taxes when not included in the price of the service provided;

**10.** Payment schedule and methods; the last payment made by the purchaser cannot be less than 30% of the journey or stay price and must be made when the documents for the journey or stay are provided;

**11.** Special conditions requested by the purchaser and accepted by the seller;

12. Details of how the purchaser may take action against the seller for breach or improper performance of the contract, a claim that must be sent as soon as possible, by any means allowing acknowledgment of receipt by the seller, and, if applicable, made in writing, to the organizer of the journey and the relevant service provider;

**13.** The deadline for informing the purchaser in the event of cancellation of the journey or stay by the seller in the event the journey or stay requires a minimum number of participants, in accordance with the provisions of section 7 of article R.211-4;

14. Cancellation conditions of a contractual nature;15. Cancellation conditions in articles R.211-9, R.211-10 and R.211-11;

**16.** Details of the risks covered and amount of guarantees covered by the insurance contract covering the seller's professional liability;

17. Details of the insurance contract covering the consequences of some cases of cancellation taken

out by the purchaser (policy number and name of the insurer) and details of the assistance contract covering certain special risks, including the cost of repatriation in the event of an accident or illness; in this case, the seller must provide the purchaser with a document specifying the minimum risks covered and excluded risks;

**18.** The deadline for informing the seller in the case of transfer of the contract by the purchaser;

**19.** The commitment to provide the purchaser, at least ten days before the planned departure date, with the following information:

A) Name, address, and phone number of the seller's local representative or, failing that, the names, addresses, and phone numbers of local agencies that could assist the consumer in the event of difficulty or, failing that, the number to call to establish emergency contact with the seller;

B) For journeys and stays of minors abroad, a phone number and address to establish direct contact with the child or the appropriate responsible person on-site;

20. The clause for termination and reimbursement without penalties of sums paid by the purchaser in the event of noncompliance with the information obligation referred to in section 13 of article R.211-4;

**21.** The commitment to provide the purchaser, in a timely manner before the start of the journey or stay, with the times of departure and arrival.

Art. R.211-7 - The purchaser can transfer its contract to a transferee who fulfills the same conditions to perform the journey or stay, as long as the contract has not produced any effect. Except for a more favorable stipulation to the assignor, the latter is required to inform the seller of its decision by any means to enable a receipt to be issued no later than seven days before the start of the journey.

When it involves a cruise, this period is extended to fifteen days. This transfer is not subject, under any circumstances, to prior authorization from the seller. Art. R.211-8 - When the contract includes the possibility of a price revision, within the limits set forth in article L.211-12, it must mention how this is calculated, both upward and downward, price variations, and, in particular, the amount of transport costs and related taxes, or the currencies that may affect the price of the journey or stay, the portion of the price to which the variation applies, and the rate or currency chosen as a benchmark when prices contained in the contract are set.

Art. R.211-9 - When, before the purchaser's departure, the seller is forced to make a change to one of the essential elements of the contract, such as a significant increase in the price and when it disregards the information obligation referred to in section 13 of article R.211-4, the purchaser can, without prejudice to the remedies for any damages, and after having been informed by the seller by any means capable of obtaining acknowledgment of receipt:

- Either to terminate its contract and obtain, without penalty, the immediate repayment of sums paid;

Or accept the change or replacement journey proposed by the seller; an addendum to the contract specifying the changes made is then signed by the parties; any decrease in price is a deduction of the amounts remaining owed by the purchaser and, if the payment already made by the latter exceeds the price of the amended service, the overpayment must be returned before the date of departure.

Art. R.211-10 - In the case provided for in article L.211-14, when, before the purchaser's departure, the seller cancels the journey or stay, it must inform the purchaser by any means capable of obtaining acknowledgment of receipt; the purchaser, without

prejudice to the law for redress of any damages, obtains from the seller the immediate repayment and without penalty on sums paid; the purchaser receives, in this case, compensation at least equal to the penalty it would have incurred if the cancellation had been made on that date. The provisions of this article must, under all circumstances, form an obstacle to the conclusion of an amicable agreement for the purpose of the acceptance by the purchaser of a replacement journey or stay proposed by the seller.

Art. R.211-11 - When, after the purchaser's departure, the seller is unable to provide an essential part of the services provided for in the contract representing a significant percentage of the price paid by the purchaser, the seller must immediately take the following provisions without prejudice to seeking recourse for any damages:

- Either offer replacement services by bearing any additional price and, if the services accepted by the purchaser are of lower quality, the seller must reimburse him/her, on his/her return, the difference in price;

 Or, if it cannot provide a replacement service, or if this is refused by the purchaser for valid reasons, provide to the purchaser, at no addition cost, transport tickets to ensure return under conditions that are considered equivalent to the place of departure or to another place accepted by both parties.

The provisions of this article apply in the event of noncompliance with the obligation set forth in section 13 of article R.211-4