

# General Terms and Conditions

ATTENTION! These General Terms and Conditions are translated by our agency team from French into English to allow foreign purchasers to know the conditions of our deal.

We decline any responsibility for translation issues.

## CONDITIONS OF SALE

In order to benefit from the services offered by the organizer please read these terms and conditions and specific conditions below. These terms and conditions apply to all services offered. The reservation and/ or ordering of services is reserved to the purchaser who has, prior to their order, entirely read these terms and conditions, and has accepted them without reservation. Therefore, the order means complete compliance with these terms and conditions and full acceptance of all their provisions.

### General Terms of Sale

In accordance with L211-8 and L211-18 articles of the French Tourism Code, the provisions of articles R211-5 to R211-13 of the Tourism Code, the text of which is reproduced below, are not applicable for transactions or booking sales of tickets not included in the framework of a tourist package. The brochure, quotation, proposal and the organizer's program constitute the prior information covered by article R211-7 of the Tourism Code. Therefore, unless otherwise specified, the features, particular conditions and price of the journey as indicated on the website will be contractual upon acceptance of the sales terms. The display of details of the trip before its acceptance, by the purchaser, is the prior information covered by article R211-7 of the Tourism Code. In the case of contract transfer, the transferor and / or transferee is required to pay advance fees. When these costs exceed the amounts displayed at the point of sale and those mentioned in the contractual documents, supporting documents will be provided.

Extract from the French Tourism Code:

#### Article R211-3:

Subject to the exclusions in the third and fourth paragraphs of Article L. 211-7, any offer and sale of travel and holiday services give rise to the delivery of relevant documents meeting the rules defined by this section.

In case of sale of air tickets or tickets on regular lines, not accompanied by services related thereto, the seller delivers to the purchaser one or several tickets for the entire trip issued by the carrier or under their responsibility. In the case of transport on request, the name and address of the carrier for whom the tickets are issued must be mentioned.

The separate billing of various components of a package does not release the seller from the obligations placed upon it by the regulatory provisions of this section.

#### Article R211-3-1:

The exchange of pre-contractual information or the provision of contractual conditions is carried out in writing. They can be done electronically in the conditions of validity and exercising provided for in articles 1369-1 to 1369-11 of the French Civil Code. The assigned name or business name and address of the seller and indication of its registration in under a section L. 141-3 or, where applicable, the name, address and the indication of the registration of the federation or union mentioned in the second paragraph of Article R. 211-2.

#### Article R211-4:

Prior to the conclusion of the contract, the seller must provide the consumer with information on prices, dates and other elements constituting the services provided during the trip or stay such as:

- 1 ° The destination, means, features and categories of transport used;
2. The accommodation, its location, level of comfort and its main features, its approval and tourist classification corresponding to the regulations or customs of the host country;
- 3 ° catering services offered;
4. The description of the itinerary in the case of a tour;
- 5 ° The administrative and health formalities to be completed by national or by nationals of another

- Member State of the European Union or a State party to the Agreement on the European Economic Area in the event, including crossing borders and their times of completion;
- 6 ° The visits, excursions and other services are included in the package or available at an additional price;
- 7 ° The minimum or maximum size of the group for the trip or stay and, if the journey or stay is subject to a minimum number of participants, the date in order to inform the consumer in case of cancellation of the trip or stay; this date cannot be set at less than twenty-one days before departure;
- 8 ° The amount or percentage of the price is due as a deposit on signing the contract and the balance of the payment according to schedule;
- 9 ° The price review procedures as specified in the contract pursuant to Article R. 211-8;
- 10 ° contract cancellation conditions;
- 11 ° Cancellation defined in Articles R. 211-9, R. 211-10 and R. 211-11;
- 12 ° The information concerning the optional subscription of an insurance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain specific risks including costs of repatriation in case of accident or disease;
- 13 ° When the contract includes air transportation, information for each leg of the flight, under section R. 211-15 to R. 211-18.

#### Article R 211-5:

Prior information given to the consumer binds the seller, unless in it the seller has expressly reserved the right to modify some elements. The seller must, in this case, clearly indicate to what extent these changes may occur and on what elements.  
In any case, modifications made to the prior information must be communicated to the consumer before the contract is concluded.

#### Article R211-6:

The contract between the seller and the purchaser must be written, in duplicate, one of which is delivered to the purchaser, and signed by both parties. When the contract is concluded electronically, is made pursuant to articles 1369-1 to 1369-11 of the French Civil Code. The contract must include the following clauses:

1. The name and address of the seller, its guarantor and insurer and the name and address of the organizer;
- 2 ° The destination or destinations of the trip and in case of a holiday, the various periods and their dates;
- 3 ° The means, characteristics and categories of transport used, dates and places of departure and return;
4. The accommodation, its location, level of comfort and its main features and tourist classification under the regulations or customs of the host country;
- 5 ° catering services offered;
- 6 ° The itinerary in the case of a tour;
- 7 ° The visits, excursions or other services included in the total price of the trip or stay;
- 8°the total price of charged services as well as the indication of any eventual control of this invoice in virtue of the dispositions of the R.211-8 article:
- 9 ° The indication, if any, fees and taxes for certain services such as landing taxes, embarkation or disembarkation at ports and airports, tourist taxes when not included in the price of the service or services provided;
- 10 ° The schedule and method of payment; the last payment made by the purchaser cannot be less than 30% of the travel or stay price and must be made upon delivery of the documents enabling the trip or stay;
- 11 ° the special conditions requested by the purchaser and accepted by the vendor;
- 12 ° The manner in which the purchaser may submit to the seller a complaint for non-performance or improper performance of the contract, the complaint must be sent as soon as possible by any means, with proof of receipt, to the seller, and, where applicable, the trip organizer and service provider concerned must be notified in writing;
- 13 ° The deadline for informing the purchaser in case of cancellation of the trip or stay by the seller if the journey or stay is subject to a minimum number of participants, in accordance with 7 ° of Article R. 211-4.
- 14 ° contract cancellation conditions;

15 ° The cancellation provisions of Articles R. 211-9, R. 211-10 and R. 211-11;

16 ° Details of the risks covered and the amounts guaranteed under the insurance contract covering the consequences of professional civil liability of the seller;

17 ° Indications concerning the insurance contract covering the consequences of certain cases of cancellation subscribed by the purchaser (policy number and name of insurer) and those regarding the assistance contract covering certain special risks, including the cost of repatriation in case of accident or illness; in this case, the seller must provide the purchaser with a document specifying at least the risks covered and the risks excluded;

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

19 ° The commitment to provide the purchaser, at least ten days before the scheduled departure, the following information:

a) The name, address and telephone number of the seller's local representative or, failing that, the names, addresses and telephone numbers of local organizations likely to help the consumer in case of difficulty or, failing that, the phone number to establish urgently a contact with the seller;

b) For trips and stays of minors abroad, a telephone number and address enabling direct contact with the child or the person's place of stay;

20 ° The clause for termination and reimbursement without penalties are paid by the purchaser in case of noncompliance with the disclosure requirement in paragraph 13 of Article R. 211-4;

21 ° The commitment to provide to the purchaser in good time before the start of the trip or stay, the hours of departure and arrival.

Article R211-7:

The purchaser may transfer their contract to a transferee who fulfils the same conditions as them for the trip or stay, as long as the contract has no effect.

Unless more favorably stipulated to the transferor, the latter must inform the seller of their decision by any means capable, with proof of receipt, no later than seven days before the start of the journey. When it is a cruise, this period is extended to fifteen days. This transfer is not subject, in any case, prior authorization of the seller.

Article R211-8:

When the contract includes an express possibility of price revision, within the limits laid down in Article L. 211-12, it must mention the precise means of calculation, both upward and downward price changes, in particular the amount of transport costs and related taxes, the currency or currencies that may affect the price of the journey or holiday, the share price at which the variation applies, the price of the currency or currencies used as a reference when establishing the price stated in the contract.

Article R211-9:

When, before the departure of the purchaser, the seller is forced to make a change to one of the essential elements of the contract; such as a significant price increase and when he ignores the information obligation mentioned in point 13 of Article R. 211-4, the purchaser may, without prejudice to recourse or redress for any loss suffered, and after having been informed by the seller, by any means, allowing them to obtain an acknowledgment: either terminate their contract and obtain without penalty the immediate reimbursement of the amounts paid; or accept the modification or substitution journey proposed by the seller; a rider to the contract specifying the changes made is then signed by the parties; any reduction in price is deducted from any amounts remaining due by the purchaser and if the payment already made by the latter exceeds the price of the modified service, the overpayment must be returned before the date of departure.

Article R211-10:

In the case provided for in Article L. 211-14, when, before the departure of the purchaser, the seller cancels the trip or stay, he must inform the purchaser by any means allowing them to obtain an acknowledgment of reception ; the purchaser, without prejudice to recourse for compensation for any loss suffered, obtains from the seller immediate reimbursement without penalty of the sums paid; the purchaser receives, in this case, compensation at least equal to the penalty they would have received if the cancellation had been made by them at that date.

The provisions of this article do not in any way prevent the conclusion of an amicable agreement for the acceptance by the purchaser of a replacement travel or stay proposed by the seller.

Article R211-11:

When, after the departure of the purchaser, the seller is unable to provide a major part of the services under the contract representing a significant percentage of the price paid by the purchaser, the seller must immediately take the following measures without prejudice to recourse for compensation for any damage suffered:

-offer services to replace the planned provided services, bearing any additional charge and, if the services accepted by the purchaser are of inferior quality, the seller must reimburse them, upon their return, the price difference;

-or, if he cannot offer any replacement service or if these are refused by the purchaser for valid reasons, provide the purchaser, at no extra cost, of tickets to ensure their return in conditions that may be deemed equivalent to the place of departure or to another place accepted by both parties.

The provisions of this Article shall apply in the event of non-compliance with the requirement in 13 of Article R. 211-4.

Article R211-12:

The provisions of Articles R. 211-3 to R. 211-11 are required to be reproduced on brochures and travel contracts proposed by the persons referred to in Article L. 211-1.

Article R211-13:

The purchaser cannot claim the benefit of the clause under 20 ° of Article R. 211-6 after the service is performed.

## SPECIFIC TERMS AND GENERAL CONDITIONS OF SALE

The user will be guided in his choice by a search engine which will lead to a list of possible choices according to the criteria chosen. When they have selected a product, they will have the possibility to book online, leaving the relevant contact information. It may be paid by credit card with a secure payment (SSL). The user will then receive confirmation by printable voucher, or will be provided with all the information of their transaction.

### 1. Definition

1.1 Organizer: refers to the travel agency. The travel agency, called DESTINATION CIRCUIT, is a company with a capital of € 40,000, whose registered office is 70 Boulevard Alexandre Oyon - 72100 LE MANS, registered with the Trade and Companies of Le Mans under number B 440 331 361, holder of the travel agent license No. IM072110007. The travel agency has a financial guarantee No. 600144044597 for an amount of € 106,000 BANK filed with the Crédit Agricole Anjou Maine - Prémartine -72 000 40 rue Le Mans, and professional liability guaranteed by HISCOX police n ° HA PRC0120473, Hiscox France-19, St. Louis Legrand - 75002 Paris.

1.2 Purchaser: means any person (or group of people) who reserve, order and / or buy a service offered by the organizer, such as the provision of air tickets, accommodation services, car rental, provision of holiday plans, holiday packages or any other service.

### 1.3 Procurement and modification or cancellation of an order

You can book on our website: [destinationcircuit.com](http://destinationcircuit.com). The purchaser makes requests through quotes and online reservations, confirming the price of the chosen requests. The travel agency will send you a return email confirmation of the order containing the essential elements thereof; such as identification of the booked product or service provided, price, quantity, date of travel. In the absence of a confirmation email issued by the travel agency, the reservation will not be recognized. It is your responsibility, in all cases, to ensure the proper receipt of the confirmation email. The confirmation email does not apply to final confirmation of the order but says that it is registered. The booking is confirmed in the travel contract, and includes the description of the services and essential characteristics, as well as the price and the conditions of cancellation, alteration and customer insurance. Booking can only be considered final after confirmation by the organizer. A confirmation email will be sent within 72 hours.

No modification or cancellation is possible unless otherwise agreed by the organizer or insurance. It is imperative that any request for modification or cancellation of your order must be received by the travel agency by registered letter, with proof of receipt. The travel agency will send you a return e-mail, with the answer to the request for modification or cancellation. In the absence of confirmation email issued by the travel agency, the modification or cancellation will not be taken into account. It is your responsibility, in all cases, to ensure the proper receipt of the confirmation email. In case of modification or cancellation, and after deduction of amounts due (Article 11 Cancellation and amendment charges), the travel agency will reimburse you within a reasonable time all amounts previously paid. Warning: Some products and services may not be subject to any change or cancellation. The amounts you would have paid for these services will not be refunded. It is expressly agreed that, in the absence of manifest error that you would have reported to us, the data stored in the information system of the travel agency and / or its partners is conclusive evidence of an order. Data on computer or electronic media retained

by the travel agency constitute proof and, if produced as evidence by the travel agent in any litigation or otherwise, they will be admissible, valid and enforceable between the parties in the same way under the same conditions and with the same conclusive evidence as any document created, received or kept in writing. Air tickets are subject to technical approval from our ticketing service that can be in a situation of impossibility, issue the ticket. Indeed, some companies (especially small domestic flight providers and some "low cost") have entered into sub-contracts with air systems allowing them to be possibly reserved without the issuance of tickets in France. In the latter case, the travel agency undertakes to inform the client of this state of facts within 48 hours after the registration confirmation of the order and, where possible, to suggest an alternative air transport solution, accompanied by new tariff conditions. If at the time of issue, which occurs after the reservation, the carrier does not allow the electronic ticket, the routing delay of the physical transport ticket is not possible, no other solution on the same terms available, the organizer reserves the right to cancel the booking free of charge. Note: As part of the purchase of air tickets on regular airlines, the organizer acts as a mere intermediary between the carrier and the purchaser. The carrier may require the organizer, on certain flights on certain dates, on certain tariffs, rules of specific programs such as the ticket is issued within a maximum period after booking, access to certain Rates reserved for residents of certain particular nations. In case where these emission rules are imposed by the carrier are found by the organizer to apply to the purchaser, the organizer will be entitled to cancel without charge the effected booking.

#### 1.4 Travel plans / package holidays

Constitutes a travel plan / package holiday (within the meaning of Article 2 of the Law of 13 July 1992), the sale for a total price of a service exceeding 24 hours or including an overnight stay, and combining at least two of the following three: - a transport service or rental car - an accommodation service - a tourist service not ancillary to transport or accommodation, but representing a significant share of the overall price.

#### 1.5 Group departures or individuals grouped together

They are guaranteed with a minimum of 10 people, and we reserve the right to cancel a trip if it did not meet a sufficient number of people: in this case, the traveller will be notified at least 72 hours in advance. If the traveller can find another trip, the amounts paid will be refunded immediately and without penalty. The organizer reserves the possibility to make trips for 10 participants with less participants, if it considers that the quality of travel will not be affected and as such is in the interest of the participants.

#### 2. Ability

The purchaser acknowledges having the capacity to make a contract under the conditions described, that is to say, be at least 18 years old, legally capable of contracting and not under guardianship. The purchaser guarantees the truthfulness and accuracy of the information provided by them or any member of their family.

#### 3. Price and payment

##### 3.1 Prices

Our offers and / or proposals shall be subject to availability at time of registration. All prices are in Euros, inclusive of all taxes payable in France excluding any management fees, transmission and delivery. Unless otherwise specified, the prices shown in the tables means: • for hotels, prices on the basis of accommodation in double rooms (occupying two people) breakfast included. Applications for single or shared accommodation, are processed according to order of registration. When you register, you will be asked which type of room you want to occupy: double bed for couples or twin bedded, triple, or individual, these selections may result in additional cost as appropriate • The Tourist taxes are included in our rates and are determined by the place occupied, and payable upon booking. Additional services not indicated in the confirmation of your stay, are payable on site. We reserve the right to revise our prices in case of significant increase in transport costs, fees, insurance, taxes and exchange rates between the day of registration and that of the departure. They do not include: any government taxes not in effect at the date of registration, the supplementary insurance to our liability, airport taxes, visa fees, personal expenses, excess baggage, fines or penalties incurred due to a contravention of the laws of the countries concerned, excursions not mentioned in the inscription, tips and generally any service not specifically included in the registration form. In this case, these taxes are the responsibility of the purchaser and are paid on site and in local currency. According to the VAT regime on the margins of travel agents, the invoices issued by the organizer do not mention the VAT collected on services sold.

##### 3.2 Price review:

Prices shown are those in effect at the time of booking. Note: In case of variation in the amount of fees, passenger fees and / or fuel surcharges applied by aviation authorities and / or companies, these will be fully and immediately reflected in the price of all products from its date of application including for customers whom have already registered and paid in full. For customers already registered to travel plans / package holidays, the upward revision of the price of the trip may not be made less than thirty days before the date of departure.

### 3.3 Payment Methods

Unless otherwise agreed by the organizer, you must make your payment by credit card. Attention: If the user is domiciled abroad (postal address or email address), and the start of the journey takes place abroad, and if the delivery address of the ticket or the travel book is abroad too, the payment will be made exclusively by bank transfer. The costs of this are to be borne by the purchaser.

### 3.4 Conditions of payment

Your registration is effective as from the time we received from you 100% of the total amount of your stay (subject to availability of the living accommodation you have chosen, if that was not the case, we will inform you as soon as possible to offer an alternative holiday. If there is no solution for you, we will refund your entire reservation, including the registration fee, you cannot claim any compensation). The following are not considered as a payment of the account: a payment card N ° if the agreement of the card center is not obtained; cheque as it will not be debited unless cashier's cheque, a money order as it will not be debited unless cashier's cheque, a money order as we did not be cashed, nor a bank transfer before confirmation of our bank details. All bank transfer issued from a bank outside France will be denominated in Euros exclusively. Transfers from abroad can lead to bank charges. These costs are borne by the purchaser. In the event of failure to provide full payment, the organizer is entitled to consider that the purchaser has cancelled their reservation. Before receiving and cashing full payment, the organizer is not obliged to issue any tickets. However, the purchaser remains in any case responsible for payment of all amounts agreed for ordered products or services. The following are not considered as payment of debt: the awarding of a credit card number as the agreement of the payment center is not obtained or a transfer before confirmation of our bank. Likewise, is not considered to discharge the debt payment by the purchaser from a travel agency of the provision of the organizer, as the organizer has not received the full payment of the benefit commissioned by the travel agent. If payment via travel agency is in a timely manner, the organizer is entitled to cancel the booking made by the travel agency on behalf of the purchaser. Before receipt of full payment, the organizer is not obliged to issue any tickets. Failure by the purchaser payment terms will be considered by the organizer as a cancellation requested by the purchaser. In case the payment would prove to be irregular, incomplete or non-existent, for whatever reason, the sale of services booked will be cancelled, the ensuing costs are borne by the purchaser. Warning: to minimize the consequences of bank card fraud, the travel agency reserves the right to conduct random checks and ask the user to fax or mail proof of address, a two-sided copy of the bank card used for payment, as well as an identification of the holder of the credit card and passenger before issuing a ticket.

Any delay in payment shall automatically result in the application late penalty equal to 3% of the total invoice amount due per day of delay. Compensation for recovery costs of € 40 will be required.

### 3.5 Deposit:

The living accommodation requires payment of a deposit on arrival. This deposit is returned at departure, after verification of premises by staff. Otherwise, it is returned to you promptly by the hotel. You cannot require from the owner, to perform an inventory after hours provided for this purpose.

## 4. Formalities

The travel agency informs the User (via several links) of police formalities, customs and health requirements necessary for adults and, specifically, a French national, to enter the country or countries of destination or the country or countries of transit. It is the responsibility of the purchaser to verify with the appropriate administrative authorities that this information is fully applicable to their situation, including minors if they are of French nationality, the formalities incumbent upon it. For French nationality minors travelling alone to or from abroad and overseas territories it is imperative to carry an ID and a territory exit permit issued by their Mayor. Some countries, like the United States, require them to be in possession of an individual passport. We advise future travellers to visit the [diplomatie.gouv.fr](http://diplomatie.gouv.fr) sites [action-visas.com](http://action-visas.com) and [Travelsante.com](http://Travelsante.com). Nationals of other countries should inquire prior to registration with the appropriate national authorities of the destination country as well as the country or countries of transit and should immediately report their nationality commented in their records. The information

provided by the travel agency are subject to changes even after registration. It is up to the user to check with the relevant authorities the various procedures necessary for the realization of the booked travel. If the user is denied boarding or access to the countries of transit or destination failing to meet the police formalities and/or health and customs requirements, the travel agency can in no way be held responsible. The user alone bears any sanctions and/ or fines and any penalties resulting from the failure of meeting police regulations and/or health or customs requirements, and any resulting consequences. The operator can neither be held responsible nor redeem the notes or any fees whatsoever. Warning: The regulations in some countries require a validity of passport valid for at least 6 months after the return date of travel. The regulations of certain countries require separate passports for children even if they are already on the passport of their parents and they are travelling together.

## FOREIGN MINORS RESIDENT IN FRANCE

Foreign minors resident in France are obliged to present a Schengen visa and a return flight via Europe. All minors travelling with their family, with a personal passport or on the passport of a parent must be in possession of a "MOVEMENT DOCUMENT FOR FOREIGN MINORS" issued by the prefectures. Devoid of this document at the time of passport control, the young minor and their family would be left stranded at the airport.

### 5. Air Transport Services

#### 5.1 Responsibilities

As part of the purchase of airline tickets, the organizer is acting as a mere intermediary between the carrier and the purchaser. The carrier may require the organizer, on certain flights on certain dates, on certain tariffs, special sales or issue rules such as the ticket is issued within a maximum period after booking, the age, place of residence, the family nature of the trip, are included. In the case that these sale or issuance rules imposed by the carrier are found by the organizer to apply to the purchaser, the organizer will be entitled to cancel without charge the booking. The confirmation email does not imply final confirmation of the order but says that it is registered for review. Only the actual issuance of tickets by the organizer on the basis of information provided by the purchaser is confirmation of order. The liability of the organizer does not replace that of French or foreign carriers providing transportation or transfer of passengers and baggage. In no event shall the organizer be held liable due to forces of nature, due to third parties outside the provision of benefits provided or improper performance for circumstances attributable to the purchaser. The organizer cannot be held responsible for changes of schedules, delays, cancellations and other, due to acts of God, occurrences of forces of nature (strikes, bad weather, wars, natural disasters, epidemics, attacks, technical failures, etc ...), due to a third party or the purchaser (late arrival for check-in time at the airport, refusal of registration or boarding for breach of police formalities and/or customs and health requirements, with no show boarding etc ...). Any costs arising from these contingencies (taxi, hotel, parking, pre and / or post air routing, etc ...) are the responsibility of the purchaser. We inform you that in all cases, the responsibility of the airlines, as well as its representatives, agents or employees, is limited for damages, complaints or claims, as to strict air transport of passengers and their baggage as specified on the ticket, one contract between the company and the passenger.

#### 5.2 Flights

Airline tickets will be issued after full payment of the amount of the order. The ticket can be collected from your travel agency or sent by post (over 10 days of departure), by courier, delivered to the airport, with extra charge. In the case of extra costs incurred for the sending or delivery, these, communicated to the reservation, remain the responsibility of the purchaser. Airline tickets must always be presented to the company during registration. The organizer cannot be held liable for failure to deliver due to these services.

#### 5.3 Pregnant Women

We draw your attention to the fact that airlines sometimes refuse boarding to pregnant women, when they believe that due to the state of pregnancy, a risk of premature delivery during transport can occur. It is the responsibility of the purchaser to check this with the airline. The organizer cannot be held responsible for that decision.

#### 5.4 Babies and Children

Babies (- 2 years) do not have a seat on the plane. The price of tickets is generally 10% of adult fare. Children (2 to 11 years) on certain flights can benefit from discounts of up to 50% and availability may be limited. UC (unaccompanied children) may not be allowed to benefit from these reduced tariffs. Children under 15 unaccompanied by an adult not travelling by UC will be rejected. The age of infants and children is determined according to if they have reached the age of 2 or 12 years by the date of the return ticket.

#### 5.5 Baggage

We remind you that you are prohibited to have in your luggage articles concerned with international IATA regulations on hazardous materials including explosives articles, flammable, corrosive, oxidants, irritants, toxic or radioactive, compressed gases and other objects unauthorized by the state. We also encourage you to visit the website of the Directorate General of Civil Aviation (DGCA), and download the document on restriction measures on liquids in cabin baggage. We encourage you to check with the airline, on which you are scheduled to travel, in order to be made aware of their policy on prohibited items in luggage and, in all cases, to carefully read the conditions of the transport contract listed on the back of the ticket. The organizer cannot be held responsible in case of refusal of the company to carry a bag. The organizer will not be held responsible for any costs whatsoever if, for this reason, a passenger is denied the loading of their luggage. Cabin baggage: each company has its own policy. Most commonly, only one cabin bag per passenger is permitted whose total size (circumference) does not exceed 115cm and whose weight does not exceed 5kg. The maximum overall weight and this can be changed depending on the type of device. In any case, this baggage remains the responsibility of the purchaser for the duration of the trip. Checked baggage: each company has its own policy. Most commonly, a free baggage allowance of 15 kg per passenger is permitted on charter flights and baggage 20Kg deductible per passenger on scheduled flights (economy class). Excessive baggage, if authorized, the passenger will have to pay a supplement to the airline at the airport. We encourage you to check with the company you are planning to travel with, in order to be made aware of their policy on excess baggage. If baggage is missing or lost on the arrival of the flight (outbound and/ or return), the passenger must notify the company within 21 days. The organizer cannot be held liable for any denied boarding or confiscation of items deemed unsafe by the company or the airport authorities. It is the sole responsibility of the passenger to get information on prohibited items in the hold or cabin.

#### 5.6 Over-booking

Sometimes passengers who booked flights do not show up for boarding. To address this problem of "no-shows", airlines practice overbooking or "overbooked". It may therefore happen that the number of seats available will not be sufficient to accommodate all passengers who present themselves for boarding. In this case, some passengers cannot make the intended flight. A confirmed booking is not an absolute guarantee of getting a seat, but the airline is obliged to provide compensation to passengers who suffer the inconvenience. We encourage you to check with the company you are planning to travel with in order to be made aware of their policy on overbooking and in all cases to carefully read the conditions of the contract of carriage, found on the reverse of the airplane ticket. The organizer cannot be held liable in the event of over-booking. The organizer will not assume any costs whatsoever regardless of why a passenger is denied boarding. If "spoofed" (several bookings for the same person on the same flight), some companies reserve the right to cancel seats without notice.

#### 5.7 No show on departure

In case of no show at the start (no-show), the organizer reserves the right to cancel other benefits and the return ticket unless a confirmation is sent to us no later than one hour after scheduled take-off of the outward flight and subject to acceptance of the airline. Any trip interrupted, abbreviated or any service not used due to the purchaser will not be entitled to any refund, in particular any airline seat on the outward and return. If the purchaser has purchased optional insurance coverage including the interruption of stay, it shall comply with the cancellation terms and conditions contained in the terms of the insurance contract. All sections of the tickets must be used, otherwise the airline reserves the right to readjust the fare or cancel the seats. Some companies do not repay taxes on partially used tickets.

#### 5.8 Services on site

On certain airlines on certain destinations on certain tariffs, the purchase of ground services is mandatory. The organizer shall not assume any costs whatsoever, or refund, if a passenger is denied boarding for non-compliance with this provision.



#### 5.9 Animals

Each company has its own policy on animals. In principle, they are not allowed on charter flights. Subject to rules and formalities in advance with the airline, pets can be allowed in the cabin or in the cargo hold according to animal size on some scheduled flights. The request must be made directly with the company with which you plan to travel.

#### 5.10 Special meals

Generally, charter flights do not offer special meals. On scheduled flights, inquire directly with the company with which you plan to travel.

#### 5.11 Boarding

Unless stated otherwise, passengers are summoned to the airport counter three hours before take-off on charter flights and two hours before take-off on regular flights. It is your responsibility to verify the check-in time beyond which the registration of passengers is no longer accepted. These times may vary for passengers requiring assistance (see below). The organizer cannot be held responsible and will not support any charges whatsoever if a passenger is denied registration for check-in beyond the cut-off point. The passenger will be considered "no-show" and will not be entitled to a refund of unused ticket. Your seat can be used by another passenger. Warning: people with disabilities, unaccompanied children (UC), passengers with oversized luggage or excess luggage or travelling with pets placed in the hold must first contact the airline to check the cut-off time for special boarding.

#### 5.12 Identity of the carrier

Pursuant to Decree No. 2006-315 of March 17, 2006, the customer is informed of the identity of the contract carriers or fact likely to make the purchased flight. The seller will inform the customer of the identity of the actual airline that will ensure the flight(s). In case of change of carrier, the customer will be informed by the contracting carrier or the tour operator, by all appropriate means, when it becomes aware and at the latest when registering or boarding connecting flights. Under Article 9 of the European Regulation 2111/2005 of 14 December 2005, the list of banned airlines operating in the European Community can be found on the following link: [http://ec.europa.eu/transport/modes/air/safety/air-ban/index\\_en.htm](http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm).

#### 5.13 Schedules and types of devices

Schedules, device type and routing are provided for information only. A direct flight may include a technique known as nonstop change of aircraft. The carrier or the organizer reserves the right to modify all or part of these elements, even after confirmation. The organizer reserves the right to transfer passengers on to other flights within 24 hours.

#### 5.14 Connections

According to international conventions, connections are not guaranteed. It is therefore advisable not to envisage any engagement, the day or the day after the outward or return journey.

#### 5.15 Confirmation of return flight

For charter flights, you must confirm your return flight, 72 hours at the latest, before the date of your return to the local correspondent of the organizer, whose details are on the ticket. For regular flights, you must confirm your return flight, 72 hours at the latest, before the date of your return from the airline.

#### 5.16 Lost or stolen ticket

If you are the victim of a loss or theft of your ticket on your trip, you must make a specific declaration to the police and the airline and ensure your return at your cost by purchasing another ticket with the issuing company. All the consequences arising from the loss or theft of a ticket are your responsibility. However, reimbursement is at the discretion of the company may eventually be requested, accompanied by all the original documents (native bought tickets, boarding pass ...).

#### 5.17 Change in return locality

When it is possible, on charter flights, please contact our correspondent. Bear in mind, that the representative can ask you to pay a fee. For scheduled flights, contact the company directly. Bear in mind that the company may ask you to pay a fee or a readjusted tariff. Some tickets are modifiable locally, subject to availability in the fare class on the ticket.

#### 5.18 Open Returns

On scheduled flights with date of return "open", we advise you to book your return at the earliest as it's confirmation is subject to availability.

#### 5.19 Airports

When the town or the place of arrival or departure has several airports, the carrier may take off/ land on either one or the other without giving rise to compensation. For example, in Paris the carrier may be required to land at Orly or Roissy Charles de Gaulle. The shuttle costs (taxis, buses, parking, etc.) remain the responsibility of the passenger.

#### 5.20 Miscellaneous Provisions

Any place not used and/ or returned for any reason whatsoever, may not be recoverable. The organizer cannot be held responsible for delays that occur beyond its control (intensity of air traffic, strikes, and attacks, technical or other incidents). According to international conventions, connections are not guaranteed and no compensation will be given. A flight is called direct flight when it retains the same the flight number from the starting point of the flight to the end point (even if there are one or more stops en route). The carrier reserves the right, when beyond its will or technical constraints, to transport passengers by any mode of transport of choice with reasonable diligence, no compensation can be claimed by them. For this reason, we strongly recommend that you do not make any engagement for the day of departure as well as the day or the day after of the return journey.

### 6. Accommodation Service

#### 6.1 Liability

As part of the purchase of accommodation service, the organizer is acting as a mere intermediary between the accommodation and the purchaser. The organizer cannot be held responsible for acts of God, cases of forces of nature (strikes, bad weather, wars, natural disasters, epidemics, attacks, technical incidents etc ...), due to third parties, or acts of the purchaser or provider. Any costs arising from these contingencies (taxi, hotel, parking, pre and / or post air routing etc ...) are the responsibility of the purchaser.

#### 6.2 Travel time

Prices are based on a number of nights and not of days. Per night means the period of availability of the rooms. This varies from 2:00 p.m. to 6:00 p.m. on the day of arrival until 12:00 the next day. If, due to transport timetables, the first and/ or last night are shortened or extended no refund or compensation will be granted. Thus, if the purchaser takes possession of their room, for example 2:00 am, the 10 hours during which the room was held at their disposal (from 2:00 p.m. to 12:00 p.m.) are regarded as a night and no compensation can take place.

#### 6.3 Voucher

It will be presented to the purchaser after full payment of a voucher ("Voucher"). The purchaser shall deliver it to the hotel reception on the day of arrival. Only services listed exclusively on the voucher are included in the price of the service.

#### 6.4 Room

The rooms are made available between 2:00 p.m. and 6:00 p.m. on the day of arrival, regardless of the time of arrival and the means of transport used and must be vacated by noon the next day, regardless of the schedule and the means of transport used. Single rooms generally include a single bed. These rooms are often subject to charges. Double rooms are provided, a double bed, or more rarely with twin beds.

#### 6.5 Classification of Accommodation

The indication of the comfort level given to hotels, chateaux, cottages, B&B, or any other host site appearing in the description corresponds to a classification established by the agency in terms of services offered by providers and location of the site in relation to the processed event. It is provided for guidance only. The organizer reserves the right, for technical reasons, due to forces of nature or due to third parties; to substitute accommodation originally booked by another site in the same category offering equivalent services without giving right to a compensation.

#### 6.6 Activities

It may happen that certain activities proposed and indicated in the description are cancelled, particularly for climatic reasons, or in cases of forces of nature, stay taking place outside of the tourist season, or when the number of participants required for the realization of the activity is not reached. In such a case, the liability of the organizer cannot be held responsible.

#### 6.7 Changes to accommodation

It may happen that a supplier has caused, for many reasons, to change the accommodation mentioned. Without this measure, the trip may not have been possible. Wherever possible, the purchaser will be notified and a service in the same category as originally proposed will be provided. No compensation can be claimed by the purchaser.

#### 6.8 Photos and illustrations

The organizer makes every effort to provide photos and illustrations giving the purchaser an overview of services offered. These photos and illustrations are intended to indicate to the purchaser the class, but do not engage the organizer beyond this item.

#### 6.9 Animals

The purchaser must inform the organizer when ordering if animals are included. In this case, the purchaser shall specify the number and type of animals concerned. The organizer must confirm their agreement on the possibility of including animals in the service ordered. In the absence of confirmation of the order, the organizer will try to provide an alternative accommodation that is pet friendly.

In the absence of prior information by the purchaser regarding the presence of animals, the host may refuse to accept the purchaser without charge or penalty. The organizer will endeavor to find alternative accommodation, the purchaser bearing all additional costs (reservation, etc.) related to the change.

### 7. Car Rental Services

#### 7.1 Liability

Unless otherwise stated, the sale of one car rental service is governed by the specific conditions of suppliers. In connection with the purchase of one car rental, the organizer is acting as a mere intermediary between the renter and the purchaser. The organizer cannot be held responsible for changes of schedules, delays, cancellations or occurrences of forces of nature (strikes, bad weather, wars, natural disasters, epidemics, attacks, technical problems etc. ...), due to third parties, or acts of the purchaser or the renter. Any costs arising from these contingencies (taxi, hotel, parking, pre and / or post-routing air etc ...) are the responsibility of the purchaser.

#### 7.2 Voucher

It will be presented to the purchaser after full payment, a voucher ("Voucher"). The purchaser shall submit it to the renter on the day of arrival. The purchaser shall also have the bank card used for payment as well as the license of the main driver. Only services listed exclusively on the voucher are included in the price of the service.

### 8. Travel plans / Package holidays

#### 8.1 Liability

The brochure, quotation, proposal and the organizer's program constitute the prior information covered by article R211-7 of the Tourism Code. Therefore, if otherwise specified, the characteristics, particular conditions and price of the journey as indicated on the website will be contractual upon acceptance of the sales terms. The display of the detail of the trip is before its acceptance by the purchaser, the prior information covered by article R211-7 of the Tourism Code. In case of contract transfer, the transferor and/ or transferee are required to pay advance fees that may result. When these costs exceed the amounts displayed at the point of sale and those mentioned in the contractual documents, supporting documents will be provided.

#### 8.2 Travel time

Prices are based on a number of nights and not of days. Per night means the period of availability of the rooms. This varies from 2:00 p.m. to 6:00 p.m. the day of arrival to 12:00 the following day. If, due to transport timetables, the first and / or last overnight stays are shortened or extended no refund or compensation will be granted. Thus, if the purchaser takes possession of their room, for example 2:00 am, 10 hours during which the room was held at their disposal (from 2:00 p.m. to 12:00 p.m.) are regarded as a night and no compensation can take place.

#### 8.3 Room

The rooms are made available between 5:00 p.m. and 9:00 p.m. the day of arrival, regardless of the time of arrival and the means of transport used and must be vacated before 11 am the next day, regardless of the schedule and the means of transport used. Single rooms generally include a single bed. These rooms are often subject to charges. Double rooms are provided with either twin beds or rarely with a double bed.

#### 8.4 Classification

The indication of the comfort level given to hotels appearing in the description corresponds to a classification established by reference to local standards of the host country, which may differ from French standards. It is provided for guidance only. The organizer reserves the right, for technical reasons, due to forces of nature or due to third parties, to substitute the originally booked hotel by another hotel in the same category offering equivalent services without a right to compensation.

#### 8.5 Activities

It may happen that certain activities proposed and indicated in the description are cancelled, particularly for climatic reasons, or in cases of forces of nature, stay taking place outside of the tourist season, or when the number of participants required for the realization of the activity is not reached. In such a case, the liability of the organizer cannot be held responsible.

#### 8.6 Changes to accommodation

It may happen that a supplier has caused, for many reasons, to change the accommodation mentioned. Without this measure, the trip may not have been possible. Wherever possible, the purchaser will be notified and a service in the same category as originally proposed will be provided. No compensation can be claimed by the purchaser.

#### 8.7 Rail

When the plan / package holiday includes the provision of rail transport, the use of tickets is subject to particular conditions of validity stated on train tickets. No modification of itinerary or duration may be made during travel without the permission of the organizer. Any changes due to the purchaser or in the event of forces of nature shall be borne by the latter for the cost it may entail. Children who received a reduction must be able to prove their age. The purchaser must be in possession of evidential travel documents for the travel plan/ package holiday (overall bill, accommodation confirmation ...). The travel plan/ package holiday is currently offered in all normal levels of TGV, more limited in other advanced level of TGV. In some trains, payment of seating or sleeping reservation is required and any supplements "Train designated". The organizer cannot be held responsible for modifications of schedules, itineraries or station changes caused by external events such as strikes, technical problems or bad weather. In any event the carrier's liability is limited to international conventions governing rail transport.

#### 8.8 Travelogs

It will be presented to the purchaser after full payment, a travel book including 1) the necessities for transportation (airport call for a charter flight, plane ticket for scheduled flights and train ticket for rail transport) and 2) the voucher ("Voucher") for terrestrial services. Only services listed exclusively on the voucher are included in the price of the service. If the customer has opted for a discount airport for their airline tickets, details of which will be sent by email upon confirmation of it's payment. It will be necessary to be provided with the details in their presentation at the airport counter for their airline tickets. In case the customer does not receive these details by mail, they are required to contact the agency or organizer before departure.

#### 8.9 Photos and illustrations

The organizer makes every effort to provide photos and illustrations giving the purchaser an overview of services offered. These photos and illustrations are intended to indicate to the purchaser the class, but do not engage the organizer beyond this item.

#### 8.10 Assignment of Contract

The purchaser may transfer the contract (excluding insurance contracts) to a third party, as long as the contract has no effect and provided they inform the organizer by registered mail with return receipt requested, no later than seven days before the trip, specifically indicating the name and address of the transferee and of the participant to travel with proof that they meet the same conditions as them for the trip or stay (especially for children who must be in the same age groups). The contract involves the following transfer fees to be paid by purchaser: Up to 30 days before departure, € 30 per person; Between 29 and 15 days before departure, € 68 per person; From 14-7 days before departure, € 123 per person. Warning: with some companies, on certain base rates, the contract takes effect upon registration. Therefore, the contract is not transferable.

#### 8.11 Miscellaneous Provisions

In some countries, depending on local laws, both members of a couple cannot stay in the same room if they are not married and at least one of them has the nationality of the host country. These provisions are particularly applied in Morocco and Turkey. Nationals of other countries should inquire prior to registration with the appropriate national authorities of the destination country, as well as the country or countries of transit and should immediately report their nationality listed in their records.

#### 9. Complaint

Any complaint to be admissible, must be sent to the organizer by registered mail accompanied by all the supporting documents within a maximum of 30 days after the date of the return trip. The duration of our investigation concerned with service providers, will determine the response time. Remember to provide supporting documents for a quicker response.

#### 10. Insurance

The organizer informs the purchaser that he has to check if it does not have a cancellation insurance, assistance and repatriation, especially through their credit card.

The organizer shall provide the purchaser conditions specific insurance cancellation, repatriation assistance and before the confirmation of the travel booking through a link to such conditions as the purchaser may print.

The purchaser may elect to purchase any additional insurance. Or, at the latest at the time of booking, the purchaser may purchase an insurance contract.

The purchaser may waive within 14 days without charge and without penalty insurance covering a risk for which it is already insured, unless provision has already begun.

#### 11. Cancellation and change fees

No cancellations or changes are possible after confirmation of booking unless otherwise agreed by the organizer, and except insurance.

Airlines, car hire and other providers have their own regulations on cancellation and change fees. These special arrangements are communicated to the purchaser with the quote.

Accommodation: After booking, 100%. In case of non-presentation on the place of accommodation 100%

#### 12. Right of withdrawal

The rules of distance selling (the Consumer Code) shall provide for a withdrawal period of 14 days for exchange or refund. This right of withdrawal provided for by the Code of Consumption at a distance selling does not apply to tourist services. Article L.121-21-8-12 ° of the Code of consumption that specifies the right of withdrawal does not apply for contracts "From accommodation services other than residential accommodation services transport of goods, car rental, catering or leisure activities to be provided on a date or at a specific period; ". The purchaser who booked and / or controlled remotely (by telephone or via the Internet) a benefit from the organizer, do not enjoy the right of withdrawal.

#### 13. Information Technology and Privacy

Under the terms of the 78-17 Data Protection Act, the purchaser is informed that their order is the subject of a computerized nominative treatment. This information allows the organizer, as well as providers, to process and carry out the request. The right of access and rectification guaranteed by law can be obtained from the organizer, 70 boulevard Oyon- 72100 LE MANS. Registration CNIL n ° 1828173v0

#### 14. Miscellaneous Provisions

The fact that the organizer does not prevail at a given moment of any provision of these terms and conditions shall be construed as a waiver to take advantage later of any of the said provisions. In the event that any provision of conditions of sale is declared null and void, this provision would be disregarded, without it affecting the validity of the remaining provisions unless the provision declared null and void was essential and decisive. In the latter case, the parties will negotiate its replacement by a provision of equivalent economic effect. The organizer cannot be held liable for acts of God, occurrences of forces of nature (including strikes, bad weather, natural disasters, interruption of communication means ...) due to third party, or the fault of purchaser (late presentation to the convocation schedule, non-compliance with administrative formalities, customs, health, no show

boarding, ...). The purchaser therefore bears all the financial consequences resulting from the occurrence of an event of forces of nature affecting the performance of the obligations of the organizer.

#### 15. Governing Law

The conditions of sale are governed by French law.

Any dispute concerning their interpretation and / or execution falls within the French courts.

#### LEGAL INFORMATION

The Travel Agency DESTINATION CIRCUIT, is a company SAS with capital of € 32,707, whose registered office is 70 Boulevard Alexandre Oyon - 72100 LE MANS, registered with the Trade and Le Mans Companies under number B 440 331 361 , licensee of No. IM072110007 travel agent. The travel agency has a financial guarantee issued by APST, 15 Avenue Carnot 75017 Paris, for an amount of € 200,000 and professional liability guaranteed by HISCOX, Policy # HA PRC0120473, Hiscox France-19, St. louis Legrand - 75002 Paris.

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