

General sales terms



In accordance with articles 14 and 24 of Act 92-645 dated July 13, 1992, the provisions of articles 95 to 103 of decree 94-490 dated June 15, 1994, the text of which is reproduced below, are not applicable to non-tourist transport ticket reservation or sale transactions.

The brochure, estimate, proposal and programme of the organiser constitute the prior information specified by article 1997 of order 94-490 dated June 15, 1994. As a result, failing provisions to the contrary on the front page of this document, the characteristics, specific terms and price of the trip such as indicated in the brochure, the estimate and the proposal of the organiser are binding upon the signing of the enrolment form.

If there are no brochure, estimate, programme or proposal this document constitutes, prior to the signing, the prior information specified in article 97 of decree 94-490 dated June 15, 1994. It will be void should the buyer fail to sign within 24 hours after its issuing.

In the event the contract is transferred, the transferor and/or transferee shall first pay resulting costs. When such costs exceed the amounts displayed at the point of sale and those mentioned in the contractual documents, supporting documents will be supplied.

La Compagnie des Îles du Ponant – 60, boulevard Maréchal-Juin – 44100 Nantes, has taken out with Compagnie MMA – 36, rue de Châteaudun – 75009 PARIS, an insurance contract covering its Civil professional liability, under N° 102 187.58.

Extract of order N° 94-490 dated June 15, 1994 implementing article 31 of Act N° 92-645 dated July 13, 1992 setting terms for exercising business relating to the organisation and sale of trips and stays.

Article 95 :

Subject to the exclusions written in paragraph (a and b) of article 14 of the above-mentioned Act dated July 13, 1992, any offer and any sale of trips or stays is subject to the provision of appropriate documents meeting the rules contained in this section.

Sales of air transport tickets or regular line transport tickets without services related to such transports : seller issues to the buyer one or more tickets for the whole trip, issued by the carrier or under its responsibility. In the event of transport upon request, the name and address of the carrier, on behalf of which the tickets are issued, should be mentioned.

Separate invoicing of the various parts of the same tourist package does not exempt the seller from its duties under this section.

Article 96 :

Prior to entering into the contract and based on a written document showing its company name, address and administrative permit to operate, the seller should provide the consumer with price, date and other information relating to the services provided during the trip of stay such as :

"1) destination, means, characteristics and categories of transports used ;"

"2) accommodation, location, level of comfort and main characteristics, tourist classification and approval in accordance with regulations or hosting country rules ;"

"3) meals supplied ;"

"4) description of the itinerary when the trip is a tour ;"

"5) administrative and health formalities to be carried out, including if borders are crossed and time required ;"

"6) tours, excursions, and other services included in the package or available at an extra cost ;"

"7) minimum or maximum size of group allowing the completion of the trip or stay, as well as, if the completion of the trip or stay is subject to a minimum number of participants, the deadline for informing the consumer of any trip or stay cancellation ; that date shall not be less than twenty one days prior to departure ;"

"8) amount or percentage of price to pay as a deposit upon signing the contract as well as the schedule for paying the balance of the price ;"

"9) price revision terms such as specified by the contract in pursuance of article 100 of this decree ;"

"10) contractual cancellation terms ;"

"11) cancellation terms specified in articles 101, 102 and 103 below ;"

"12) information regarding risks covered and amount of coverage under the insurance contract covering the consequences of the civil professional liability of the travel agency and the civil liability of non profit associations and organisations and local tourism organisations ;"

13) information regarding the optional subscription of an insurance contract to cover the consequences of some cancellation cases or of an assistance contract covering some particular risks, including repatriation costs in the event of disease or sickness.

Article 97 :

The prior information given to the consumer is binding upon the seller, unless the seller has formally reserved the right to change some parts of such information. Seller shall in that event clearly indicate how such changes can be made and based on what elements.

At any rate, changes made to the prior information should be provided in writing to the consumer prior to entering into the contract.

Article 98 :

The contract between the seller and the buyer should be in writing, in two copies, one of which is given to the buyer, and signed by both parties. It should include the following clauses :

"1) name and address of seller, of his guarantor and insurer, as well as the name and address of the organiser ;"

"2) the destination or destinations of the trip and in the event of several stays, the various periods and their dates ;"

"3) the means, characteristics and categories of the transports used, the dates, times and places of departure and return ;"

"4) the accommodation mode, location, comfort level and main characteristics, tourist classification and approval in accordance with regulations or hosting country rules ;"

"5) the number of meals provided ;"

"6) the itinerary when it is a tour ;"

"7) visits, excursions or other services included in the price of the trip of stay ;"

"8) the total price of services invoiced as well as an indication of any possible revision of the price under the provisions of article 100 below ;"

"9) an indication, as needed, of fees or taxes pertaining to some services such as landing taxes, disembarkation or embarkation taxes in ports or airports, stay taxes when they are not included in the price of the services ;"

"10) price payment schedule and terms ; at any rate, the last payment made by the buyer shall not be under 30 % of the price of the trip or stay and should be made upon the delivery of documents for the trip or stay ;"

"11) specific terms requested by the buyer and accepted by the seller ;"

"12) the terms according to which the buyer may file a complaint with the seller on the ground of failure to perform, or bad performance of the contract, which complaint shall be promptly sent by registered mail with acknowledgement of receipt to the seller, and reported to the organiser of the trip and provider of the services at issue ;"

"13) the deadline for informing the buyer in case the seller cancels the trip or stay if the trip or stay is subject to a minimum number of participants in accordance with the provisions of paragraph 7 of article 96 above ;"

"14) contractual cancellation terms ;"

"15) cancellation terms specified in articles 101, 102 and 103 below ;"

"16) information regarding the risks covered and amount of coverage under the insurance contract covering the consequences of the seller's professional civil liability ;"

"17) information regarding the insurance contract covering the consequences of some cancellation cases taken out by the buyer (policy number and insurer's name), as well as those regarding the assistance contract covering some specific risks, including repatriation costs in the event of sickness or accident ; in that event the seller should provide the buyer with a document indicating at least covered risks and excluded risks ;"

"18) deadline for informing the seller in the event the contract is transferred by the buyer ;"

19) undertaking to supply, in writing, to the buyer, at least 10 days before the agreed departure date, the following information :

"a) name, address and telephone number of the seller's local branch or failing, the names, addresses and telephone numbers of local organisations likely to help the consumer in the event of any difficulty, or failing, the call number to establish contact with the seller in the event of an emergency ;"

b) for trips and stays of minors abroad, a telephone number to establish direct contact with the child or stay supervisor on site.

Article 99 :

The buyer may transfer his contract to a transferee who fulfils the same conditions as him for the trip or stay, as long as the contract did not produce any effect. Unless otherwise provided in favour of the transferor, the transferor should inform the seller of his decision by registered mail with acknowledgement of receipt at the latest seven days prior to the beginning of the trip. For cruises, that period is increased to fifteen days.

The transfer is not subject to any authorisation by the seller.

Article 100 :

When the agreement includes a formal possibility to revise the price within the limits of article 19 of the above-mentioned Act dated July 13, 1992, it should mention precise calculation methods for both downward and upward price revisions, including the amount of transport costs and taxes pertaining thereto, the currencies that may affect the price of the trip or stay, the share of the price that the variation applies to, the rate of the reference currencies used for establishing the price in the contract.

Article 101 :

When the seller has to change one of the material elements of the contract prior to the departure of the buyer, such as a significant increase in the price, the buyer may, without prejudice to proceedings for compensation for possible losses, and after having been informed by the seller by registered mail with acknowledgement of receipt :

"- either terminate the contract and demand the immediate reimbursement of all amounts paid ;"

"- or agree to the change or replacement trip offered by the seller, with an additional clause to the contract specifying the changes made, to be signed by the parties, ; any decrease of the price shall be deducted from amounts owed by the buyer and if the payment made by the buyer exceeds the price of the changed service, the excess shall be returned prior to the departure date."

Article 102 :

"In the case specified in article 21 of the above-mentioned Act dated July 13, 1992, when, prior to the buyer's departure, the seller cancels the trip or stay, he shall inform the buyer by registered mail with acknowledgement of receipt ; the buyer, without prejudice to proceedings for compensation of possible losses, demands from the seller the immediate refund of all amounts paid ; the buyer shall then receive a compensation amount at least equal to the penalty that he would have paid had he cancelled at that date." The provisions of this article do not prevent the execution of an amicable agreement for the acceptance, by the buyer, of a replacement trip or stay offered by the seller.

Article 103 :

When after the buyer's departure, the seller is unable to provide a significant part of the services specified in the agreement, representing a significant percentage of the price paid by the buyer, the seller shall immediately take the following measures without prejudice to proceedings for compensation for possible losses :

- either offer replacement services and bear any extra cost, and if the services accepted by the buyer are lower quality, the seller shall refund, upon the buyer's return, the price difference.

- or, if he is unable to offer a replacement service or if the replacement services are refused by the buyer for good reasons, supply the buyer, at no extra cost, with transport tickets to ensure his return in equivalent conditions to the place of departure or any other place accepted by both parties.

In accordance with the data confidentiality law, the client is entitled to the right to rectify any of his information mentioned in this document.