

Terms and Conditions

1. General

DESTINATION is a travel agency with a national travel agency license, number Li.067 950030. This license guarantees that the Agency holds the following: a financial security as set and controlled by the prefect, public liability insurance and all necessary qualifications.

Services performed by the Agency are governed by law No. 92-645, passed 13th July 1992 and the ordinance application No. 94-490, made 15th June 1994.

Any provision requested by the customer which would not comply with the legislation in force would automatically be null and void.

In case of a dispute concerning the services performed by the Agency which would involve one or more service providers, the courts of Strasbourg have sole responsibility and the French law applies.

2. Pricing

The agency fees include all services clearly cited in the proposal, to the exclusion of any other. Taxes are included at the prevailing rate when calculating prices and service in hotels and restaurants. Tips are by no means mandatory and remain at the discretion of the customer.

Prices are per person based on a minimum number of participants. Any change of 10% or more in the number of persons partaking may lead to a price adjustment up or down as appropriate.

All prices calculated for programs to run the following year are subject to change according to the price increases implemented by providers. In other cases, these prices are firm and final, notwithstanding a major economic event which would permit an adjustment.

The illustrations accompanying the proposals are always given as an indication only and are in no way binding. The agency does not accept any responsibility should changes be made to the sites or premises. Similarly, animations on these illustrations are only included in the price if this is explicitly stated.

All services not included in the price fall in the category of extras. The extras must be paid by the customer at the place of usage before their departure. If the customer wishes to pay these extras through the Agency, a 5% management fee will apply.

DESTINATION is a trading company and is therefore not obligated to justify the detailed calculation of its prices. Invoices from providers are always established in its name and will not be communicated to third parties.

3. Options – Rooming list – Ordering

a. Options:

For proposals subject to an option on the part of providers, the period of time available to choose that option is generally 20 days. If the client does not stipulate which option they would prefer within this timeframe or asks for an extension, the options can be cancelled at any time.

In case of a delayed response by the client, the Agency accepts no responsibility should the options be lost and not be able to be restored.

b. Rooming list

For reservations of hotel rooms, a detailed list of participants must be provided no later than 15 days before the arrival of the group. The agency accepts no responsibility if this list is not provided within that period.

This list will include at least the full name of each person and must specify the names of persons sharing the same room.

Should there be an error on this list, the possibility of changes upon the arrival of the group cannot be guaranteed.

c. Ordering:

No order can be confirmed unless a deposit has been made and a written confirmation received by the agency. If no written confirmation has been sent, payment of the deposit indicates acceptance of the terms of the contract. Reservations are guaranteed only after the deposit has been cleared by the bank.

The amount of the deposit depends on the travel date, size of the group and scope of services:

- For groups or events with a lower service package: 30% deposit upon confirmation. Full payment of account prior to arrival.
- For events with a high number of participants and elaborate scope of service: 30% deposit upon confirmation, a further 50% between 3 and 2 months prior to arrival. In any case, 100% of the expected scope of services is to be paid before departure or the start of the event. Any additional services incurred must be paid within 30 days of the event.

4 - Payment Terms

Payments are to be made preferably by bank transfer into the account specified on the invoice. International transfers must be made by SWIFT transfer, according to the instructions supplied with the invoice.

Transfer fees are in all cases at the expense of the sender, failing which a flat rate of 20 Euros will be charged.

Check payments from a bank outside France need to be increased by 15 Euros for collection charges. Final invoices are payable within 20 days of being sent by facsimile, the original being simultaneously sent by post. In all cases, payment must be cleared by the bank within 30 days of the date of departure of the group. Any late payment will be charged as follows: 1.5% of the amount due charged every 30 days, plus any recovery costs.

Regardless of the medium used, the customer is responsible for payment and can in no instance justify a delay in the time specified above.

If the client is itself an agency, the fact of not having been paid by his own client in no case justifies a delay of payment: it is the contractor who is responsible for payments.

5 - Cancellation fees

a. Fee for total cancellation:

Any transaction that is subject to confirmation and then completely cancelled will be charged the following cancellation fees:

- Up to 61 days before departure the deposit is due.
- From 60 days to 30 days before departure, 60% of the total service is due.
- 29 days to 7 days before departure, 90% of the total service is due.
- Less than 7 days before departure, 100% of the total service is due.

With hotel bookings the cancellation policy and fees of the hotel apply. In this case, the fees can be higher.

b. Fee for partial cancellation:

The number of people taking part can be reduced by up to 10% without charge up to 7 working days before the event.

Cancellation of more than 10% of the participants announced when the contract was signed will incur the following costs:

- Cancellation 61 days or more before departure: 10% per person cancelled
- Cancellation between 60 and 45 days before departure: 25% per person cancelled
- Cancellation between 45 and 30 days before departure: 50% discount per person cancelled
- Cancellation between 29 and 7 days before departure: 75% per person cancelled
- Cancellation between 7 and 3 days before departure: 90% per person cancelled
- Cancellation less than 2 days before departure: 100% per person cancelled

The cancellation policies are an integral part of the contract and can under no circumstance be renegotiated at the end of the journey.

Please return a signed copy of these terms and conditions to DESTINATION.

I/We declare I/we have read and understood the above terms and conditions.

Date:

Signed: