

GENERAL TERMS AND CONDITIONS – MANCHE TOURISME

Our terms and conditions are drawn up in accordance with the directive number 94-490 of 15th June 1994, taken from article 31 of law number 92-645 of 13th July 1992 which rules activities linked to the organisation of excursions and travels.

For the purposes of the following, Manche Tourisme is referred to as the “operator” and the customer shall be called the “client”.

Clause 95

Apart from the exclusions mentioned in lines (a) and (b) of article 14 of the law dated 13th July 1992, the product sold is subject to the conditions stated herein. Where transport is also sold, the operator must supply the appropriate amount of tickets.

If transport is required on a request basis, the full details of the transporter should be supplied. If payment is arranged separately for the different elements of the package, the operator is still responsible under these terms and conditions.

Clause 96

The operator should display all relevant details concerning address and business licence prior to entering into the contract as well as supplying all the relevant information for the product such as :

1. Destination, means, type and category of transport used.
2. Location and type of accommodation, level of comfort, main characteristics and category as per local stipulations.
3. Meals provided.
4. Details of the itinerary
5. Rules and regulations corresponding to administration and health during cross border journeys.
6. Visits, excursions and other services that may be included in the package or possibly added on at a supplement.

7. The minimum or maximum number of passengers permissible and in the case of minimum numbers, the release date for information to the customer if the tour has to be cancelled. This date must be no less than 21 days before departure.
8. The amount or percentage of the price to be paid at each stage from deposit to the conclusion of the contract giving the calendar of payments.
9. The price revision system used when applying clause 100 of the present directive.
10. Contractual terms of cancellation.
11. Terms of cancellation as defined by clauses 101, 102 and 103.
12. The precise terms of the risks covered and the guarantees supplied by the public liability insurance for travel agents and civil liability for associations, non profit-making organisations and local tourism associations.
13. Information concerning the optional insurance policy covering certain reasons for cancellation or the assistance package for repatriation in case of an accident or illness.

Clause 97

Preliminary information supplied is binding unless the operator expressly states that changes may be made. In that case, the operator must clearly state how and where changes may be made. In any case where changes may be made to preliminary information, the client must be informed in writing before the end of the contract.

Clause 98

The contract drawn up between the operator and the client should be in writing and duplicated with one copy to the client signed by both parties.

It should include the following clauses :

1. The name and address of the operator, his guarantor, his insurer as well as the full details of the organiser.
2. The destination or destinations of the trip in the case of a segmented tour, the number of days and nights at each stop and the dates.
3. The type and category of transport used, the dates, times, departures and pick-up points.
4. The type of accommodation, its location, level of comfort, main characteristics, tourism classification as per local stipulations.
5. The number of meals provided.
6. The itinerary in case of a tour.
7. Any visit, excursion or other services included in the total price of the package.
8. The total price of the billed items as well as an indication of any revision to the bill as per the points made in clause 100 below.
9. An indication of any ground taxes applicable such as landing charges or embarkation tax in ports or airports which are not added onto the main bill.
10. The schedule of payment and the final payment due by the client which cannot be less than 30% of overall price. This should be made before the final travel documents are issued.
11. Specific points requested by the operator and accepted by the operator.

12. The circumstances under which the client can hold a valid complaint against the operator. In this event, the client should address the complaint in writing and send it by recorded delivery post and if necessary to the supplier contracted by the vendor.
13. The deadline by which the vendor must inform the client of the cancellation of the trip due to insufficient number of passengers. Conforming to item 7 of Clause 96 above.
14. Contractual conditions for cancellation.
15. Conditions for cancellation apply as per articles 101, 102 and 103 below.
16. Details on the risks covered and the amount guaranteed by the insurance policy for the business liability of the vendor.
17. Details of the travel insurance policy and in particular, information that the client may need in case of cancellation or repatriation (emergency service number, name of the insurance company). Details of the cover and the minimum risks must also be provided.
18. The deadline for informing the operator in case the client wishes to transfer the contract to a third party.
19. The operator's commitment to provide the client, at least 10 days before departure, with a written confirmation of the following :
- (a) The name, address and telephone number of the representative or failing this, the names, addresses and telephone numbers of the persons responsible for assisting the client in case of difficulty. Failing this, a telephone number must be provided to enable the client to contact the operator in the event of an emergency.

- (b) For arrangements concerning children travelling abroad, a number where the representative of the child can be contacted directly during the stay.

Clause 99

If unable to travel, the client has the absolute right to transfer the booking to a third party who will be bound equally by the terms and conditions. The client must inform the operator in writing by recorded delivery at least 7 days prior to the departure or 15 days for a cruise.

Clause 100

Given that the prices in the contract are subject to change, the contract must in keeping with clause 19 of the law passed on 13th July 1993, show the exact methods of calculation as well as the upper and lower limits of variation. Elements which can be subject to revision must clearly be identified and foreign exchange rates used to arrive at a particular price must be shown.

Clause 101

If, prior to departure, the vendor is obliged to make an amendment to any element of the contract, such as a significant increase in price, the client can - having received notification by recorded delivery post - take the following action without prejudice other claim or loss :

- either terminate the contract and obtain (without penalty) an immediate refund of the sums already paid for.
- or accept the amendment or alternative service offered by the operator. An amended contract specifying the modification(s) made will be signed by both parties. Any reduction in price will be deducted from the balance due by the client. If the payment already made by the client exceeds the price of the amended service, the difference must be paid to the client before the date of departure.

Clause 102

Reference clause 21 of the law passed on 13th July 1992.

If, prior to the departure of the client, the operator cancels, he must inform the client by recorded delivery post. The client, without prejudice or any eventual loss, is entitled to a full and immediate refund. In this event, the client receives compensation equal to the penalty he would have paid if cancelling the excursion at the same notice. This clause is not intended to hinder the amicable resolution of the problem in the case where the client accepts an alternative holiday offer from the operator.

Clause 103

If, after the departure of the client, the operator is unable to provide the main element of the services agreed in the contract, he must make the following arrangements, without prejudice to any subsequent claim or loss:

- either propose an alternative service and pay any necessary supplements. If the services accepted by the client are of an inferior quality to those agreed in the contract, the client must refund the difference in price, on the client's return.
- or, if the operator is unable to offer an alternative service / if the alternative service is refused by the client for genuine reasons, the operator must provide the client with a means of transport for their return journey (of an equivalent standard to that agreed in the contract) to a destination agreed by the two parties.