

CONDITIONS OF SALE "THE AUTUN TOURIST OFFICE"

13 Rue Général Demetz - 71400 Autun

ART.1 - The Tourist Offices authorised under the law of 13 July 1992, can ensure the booking and the sale of all types of services, leisure activities and general interest centres for their district. By offering these different services facilitates the public's choice.

ART. 2 - DURATION OF THE SERVICE: The client who signs the present contract for a fixed period cannot under any circumstance claim to have the right to remain in place at the end of the provided service.

ART.3 - RESPONSIBILITY: The Autun Tourist Office, which provides services to a client, is the sole representative for the client and is accountable to the client for the performance of the obligations arising from the present terms and conditions of sale. The Tourist Office cannot be held responsible for events caused by unforeseeable circumstances, force majeure or caused by a third party outside of the organisation and for the smooth running of the service.

ART. 4 - RESERVATION: The reservation is considered confirmed when a deposit of 30% of the total price is paid and a copy of the booking form signed by the client has been returned to the Tourist Office before the deadline date stated in the contract.

ART. 5 - OUTSTANDING BALANCE: The customer formally agrees to pay the Tourist Office the outstanding balance of the agreed amount one month before the commencement of the service. If the client has not paid the balance on the agreed date this is considered as a cancellation of the booking. Consequently, the service is once again offered for sale and no refund will be made.

ART. 6 - LATE REGISTRATION: In the event where a registration is made less than 30 days before the start of the service, full payment will be required when booking.

ART. 7 - EXCHANGE VOUCHER : Upon receipt of payment, the Tourist office gives an exchange voucher to the client which must be given to the service provider on arrival.

ART. 8 - ARRIVAL: The customer must present himself on the exact day and time that is stated in the contract. In the event that this is impossible, he undertakes to inform the Tourist Office. In the case of a late or last minute hold-up, the client must notify the service provider whose address and telephone number is listed on the exchange voucher or on the information sheet.

ART. 9 - CANCELLATION BY THE CLIENT: All cancellations total or partial (number of participants lower than the placed order) must be notified in writing (and through a registered letter in the case of a total cancellation) to the Office of Tourism. The amount refunded to the customer by the Tourist Office with the exception of the application fees will be as follows: - cancellation + 30 days before the beginning of the service: 30 € application fee is retained - - Cancellation between the 30th and the 21st day inclusive before the beginning of the service: 25% of the service price is retained - cancellation between the 20th and 8th day included before the beginning of the service: 50% of the service price is retained. - Cancellation between the 7th and 2nd day included before the beginning of the service: 75% of the service price is retained. - Cancellation less than 2 days before the start of the service: 90% of the service price is retained. - In the case where a client, a group, or part of a group does not show there will be no refund. The full amount remains due. The client is required to take out a cancellation insurance contract from an insurance company of his choice.

ART. 10 - MODIFICATION OF A SUBSTANTIAL ELEMENT OF THE CONTRACT BY THE TOURIST OFFICE: If the Tourist Office is forced to make a change to one of the essential elements of the contract before the specified date, the purchaser may, without any prejudice to his/her right, claim compensation for any damages which may have been incurred, and after having been informed by the seller by registered letter with acknowledgement of receipt: / either terminate the contract and obtain without penalty an immediate refund of amounts paid / or accept the modification or the change of service area offered by the seller: an amendment to the contract specifying the changes made is then signed by the parties. Any price decrease will be deducted from the amount still owed by the buyer, and if the payment has already been made by the latter, the overpaid price of the modified service will be given back to the client before the commencement of the service. When the total or partial cancellation is imposed by circumstances of force majeure (strikes, political unrest, natural disasters, schedule changes imposed by the transporters) or for the safety of the participants or if there is an insufficient number of participants, the Tourist Office does not accept any responsibility for the program changes.

ART. 11 - THE SELLER IS PREVENTED FROM PROVIDING A SERVICE AS AGREED IN THE CONTRACT: When the seller is unable to provide a major part of the services agreed to in the contract, representing a significant percentage of the price paid by the buyer, the Tourist Office, without judging of the recourse in reparation of the damage suffered, may propose another service in lieu of the specified service and possibly bearing any extra costs. If the service accepted by

the buyer is of inferior quality, the Tourist Office will refund the difference in price before the end of the service. If the seller cannot provide a replacement service, or if it is refused by the buyer for valid reasons, the first will settle the second with a compensation calculated on the same basis as in the case of a cancellation by the seller.

ART. 12 - CANCELLATION BY THE SELLER: If, before the beginning of the service, the Tourist Office cancels the service, it must inform the buyer by registered letter with acknowledgement of receipt. The purchaser without any prejudice to his/her right to claim compensation for any damage which may have been incurred, will be refunded immediately and without penalty of the amount paid. He will also receive compensation at least equal to the penalty that he would have had to bear if he cancelled at this date. These provisions shall not apply where an amicable agreement is concluded and the buyer accepts the replacement service proposed by the seller.

ART. 13 - INTERRUPTION OF A SERVICE: In the case of service interruption by the client, there will be no refund unless the reason for the interruption is covered by the insurance - cancellation to the clients benefit

ART. 14 - CAPACITY: This contract is established for a specific number of people. If the number of participants exceeds the capacity provided by the service, the service provider may refuse the additional customers and break the service contract. (In this case, the price of the service is retained by the Tourist Office) or they may request an additional payment calculated according to the following proportion: number of participants present / capacity.

ART. 15 - ASSIGNMENT OF THE CONTRACT BY THE CLIENT: The buyer may transfer the contract to a transferee who fulfills the same conditions as himself for the service. In this case, the buyer is obliged to inform the Tourist Office of his decision by registered letter with acknowledgement of receipt no later than 7 days before the beginning of the service. The assignment of the contract must be done at cost price. The transferor and the transferee are jointly and severally responsible with regards to the seller - payment of the outstanding balance as well as any additional fees arising from this assignment.

ART. 16 - INSURANCE: The customer is responsible for any damages caused by him. He is required to take out a holiday insurance contract for various risks and a cancellation insurance contract.

ART. 17. HOTELS: Prices include the rental of the room and breakfast, or half board, or full board. Unless otherwise stated, this does not include any drinks with the meals. When a client occupies a room intended to accommodate two people, he is charged with a supplement called the "single room supplement".

ART. 18 - OTHER SERVICES: The special conditions for other programmes are made by the Tourist Office with the proposal and description of the service. An insufficient number of participants may be a valid reason for the cancellation for certain types of services. In this case, the Tourist Office will refund all the amounts paid. This cannot take place less than 21 days before the beginning of the service. Any litigation relating to the exclusive application of these general terms and conditions will be the under the exclusive jurisdiction of the courts of Chalon-sur-Saône. The Tourist Office has a professional liability insurance contract.

ART. 19 - LITIGATION: Any late claim for services must be submitted to the Tourist Office within 3 days from the beginning of the service. Any other claims relating to a service must be addressed as soon as possible in writing to the Tourist Office, who has the sole responsibility to issue a decision on the litigation. In the case of an unresolved disagreement, the dispute may be submitted to the quality department of the National Federation of Tourist Offices and Tourist Information Centres which will endeavour to reach an amicable agreement. Any litigation relating to the application of these general terms and conditions will be the under the exclusive jurisdiction of the courts of Chalon-sur-Saône.