

# SPECIFIC CONDITIONS FOR « INDIVIDUAL » BOOKINGS MADE BY THE RESEAU NATIONAL DES DESTINATIONS DEPARTEMENTALES

## Precautionary statement

**Please note: Translations of French legal texts have no legal force. This translation is provided for the benefit of English-speaking customers for informational purposes only.**

## Article 1 (i) Tourism reservation agencies who are members of Rn2D

Tourism Reservation Agencies (*Agences de Réservation Touristique*) who are members of the National Network of Department Destinations (*Réseau National des Destinations Départementales* also referred to as 'Rn2D') are designed to ensure the effective reservation and sale of all types of leisure and accommodation services, mainly in rural areas. They facilitate procedures for the public by offering a wide choice of tourism products and by guaranteeing a rapid and secure booking system. The Tourism Reservation Agencies are public policy instruments made available to all types of service provider members who have signed an agency agreement.

## Article 1 (ii) Information

The present brochure constitutes the preliminary offer referred to in the general conditions hereafter and to which the Tourism Reservation Agency, henceforth referred to as 'Charente-Maritime Résa', is committed.

However, modifications may naturally occur in the nature of the service to be provided. In compliance with Article R211-5 of the French Tourism code (*Code du Tourisme*), if modifications are made, the customer must be informed in writing by Charente-Maritime Résa before the conclusion of the contract.

In the case of online sales, the preliminary offers referred to in the general conditions, and to which Charente-Maritime Résa is committed, are the offers which appear on the internet web site. These online offers are subject to the regulations relative to online sales as specified hereafter.

## Article 1 (iii) Online sales – contracting parties

In the case of online sales, the term 'user' denotes any user of the present site who reserves, orders and/or buys any other product or service on offer. The user may only legally use this site if s/he is of full legal age and is authorized to sign contracts which engage his/her responsibility. The user is financially responsible for each use of the site. The services sold on the present site are reserved for private individuals. Purchasing pools and professionals must contact the vendor directly. The term 'vendor' denotes 'Charente-Maritime Résa, Agence de Réservation Touristique', which carries out its activity under the provisions of the French 'Code du Tourisme' (Law n° 2009-888 of 22/07/2009).

## Article 2. Length of stay

The customer who is signatory to a fixed term contract will not be able in any circumstance to avail him/herself of any right to prolong the duration of his/her stay in the premises beyond the date initially foreseen by the contract.

## Article 3 (i) Liability

Charente-Maritime Résa is liable under the terms of article L211-16 of the French 'Code du Tourisme', which states that:

«Any natural or legal person who engages in the operations mentioned in article L. 211-1 is rightfully liable towards the purchaser to carry out the contractual obligations in good and due form, whether or not the contract has been concluded at a distance and whether the contractual obligations are to be carried out by the Agency or by other service providers, without prejudice to the purchaser's right to claim against the said service providers, and within the limits of compensation guaranteed by international conventions. However, the Agency may be

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exonerated in part or in whole of its liability by providing proof that the non-execution of the contract, or the inadequate execution of the contract, was attributable either to the purchaser or to the unpredictable and unsurmountable act of a third party not normally involved in the provision of the services stipulated in the contract, or due to a case of *force majeure*. »

#### **Article 3 (ii) Online sales –purchaser liability**

It is the user's responsibility to ensure that the information s/he provides when registering, or at any other time, is accurate and complete. It is also the user's responsibility to ensure that the contact details s/he provides at the time of booking are correct and that they will enable the user to receive the booking confirmation.

In the event that the user should not receive the said confirmation, it is the user's responsibility to contact Charente-Maritime Résa. In order that the situation may be dealt with effectively, the user must immediately inform Charente-Maritime Résa of any change in the information given at the time of booking.

#### **Article 4 (i) Bookings**

A booking becomes final when Charente-Maritime Résa has received the contract signed by the customer (before the deadline stated on the contract) and a deposit equal to 25% of the total price of the holiday (including any eventual booking fees or the cost of an optional insurance policy, if this has been requested).

#### **Article 4 (ii) Online reservations**

After having made a selection and clicked on the '**Proceed to checkout**' icon, the user will be shown a screen which lists the various items in the booking. The user will then be required to fill out a page of personal contact details which s/he will then confirm.

A second screen then reiterates all the specific details included in the contract. By clicking on the '**Confirm booking**' icon, the user validates and confirms his/her order, acknowledges having read and accepted the present booking conditions and is then irrevocably committed to the order. This acceptance cannot then be withdrawn, except in application of Article 25.sexies, entitled "DELAÏ DE RETRACTATION" (*Withdrawal period*).

The automatic registration systems put in place by the vendor are considered to be proof of the conclusion of the present reservation contract.

The user will receive confirmation of the reservation request by email. This confirmation summarizes

the key elements of the services ordered, the prices and the terms of payment. The vendor saves and stores the content of the reservation confirmations. These are considered as proof of the purchaser's acceptance of the present contract and of its date.

#### **Article 4(iii) Online payments**

When the user chooses to book 'online, the act of paying online by credit card enables him/her to book a holiday online immediately and to make a firm reservation.

#### **Article 5. Payment of outstanding balance**

Any outstanding balance of the reserved services must be paid by the client to the Reservation Service at least one month before the start of the holiday in compliance with the provisions of article R211-6, 10 of the French Tourism Code.

In cases where the client has not paid the outstanding balance by the agreed date, the client is deemed to have cancelled the holiday. From that moment on, the holiday service is again offered for sale and no reimbursement will be made.

The payment of the outstanding balance may be made in different ways: credit card, cheque, postal order or by bank transfer

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## **Article 6. Late bookings**

In the case of bookings made less than 30 days before the start of the holiday, the payment of the full holiday price will be required at the time of booking, in compliance with the provisions of article R211-6, 10 of the French Tourism Code.

## **Article 7. Reservation Voucher**

Once the balance has been received, the client will be sent a reservation voucher by Charente-Maritime Résa. This voucher (or proof of receipt of the voucher) must be presented to the services provider upon arrival.

## **Article 8. Arrival**

The client must arrive on the precise date and during the arrival times stated on the booking contract or on the receipt. In the event of late arrival or last minute difficulties, the client must inform the service provider (or owner) whose address and telephone number are shown on the voucher or holiday description sheet. Any services which are not used as a result of this late arrival remain payable and will not be reimbursed.

## **Article 9. Cancellation by the client**

In the event of cancellation, Charente-Maritime Résa must be informed in writing either by recorded delivery letter or by fax.

a/ If the client has taken out cancellation insurance: refer to the insurance information provided with the contract

b/ If the client does not have cancellation insurance: for any cancellation made by the client, the amount to be reimbursed by the Tourist Reservation Agency will be as follows (excluding administrative fees – if these have been paid as part of the booking process):

- Cancellation made more than 30 days before the start of the holiday: the cancellation fee is 10% of the total holiday cost
- Cancellation made between the 30<sup>th</sup> and 21<sup>st</sup> day inclusive before the start of the holiday: the cancellation fee is 25% of the total holiday cost
- Cancellation made between the 20<sup>th</sup> and 8<sup>th</sup> day inclusive before the start of the holiday: the cancellation fee is 50% of the total holiday cost
- Cancellation made between the 7<sup>th</sup> and 2<sup>nd</sup> day inclusive before the start of the holiday: the cancellation fee is 75% of the total holiday cost
- Cancellation less than 2 days before the start of the holiday: the cancellation fee is 90% of the total holiday cost
- In cases of no-show by the client: no reimbursement will be made

## **Article 10. Alteration of a substantial element of the contract by the reservation service**

Refer to article R211-9 of the French Tourism Code.

## **Article 11. Cancellation by the vendor**

Refer to article R211-10 of the French Tourism Code.

## **Article 12. Inability of the vendor to provide the services ordered in the contract during the holiday**

Refer to article R211-11 of the French Tourism Code.

## **Article 13. Curtailment of the holiday**

Should the client curtail the holiday, no reimbursement will be made unless the reason for curtailing the holiday is covered by the cancellation insurance policy taken out by the client.

## **Article 14. Accommodation capacity**

The contract is drawn up for a specific number of people. If the number of people exceeds the capacity of the accommodation, the service provider may refuse to accommodate the extra clients. Any change or breach of the contract will be deemed to be at the client's initiative. In this case, the rental fee remains payable to the reservation service.

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## **Article 15. Animals**

The contract specifies whether or not the client may stay in the accommodation with a domestic animal. In the event of non-compliance with this clause by the client, the service provider may refuse to maintain the holiday. In this case, no reimbursement will be made.

## **Article 16. Transfer of the contract to a third party by the client**

The transfer of the contract must be made at cost price between the original client and the third party.

The contract may be transferred by the purchaser to a third party, provided that the third party fulfils the same conditions as the original purchaser to undertake the holiday. In this case, the purchaser must inform Charente Maritime Résa of this decision in writing by means of a recorded delivery letter with acknowledgement of receipt at least 7 days before the start of the holiday. In the case of a river or sea cruise this deadline is extended to 15 days.

The transferor of the contract is deemed responsible to the seller for the payment of the outstanding balance as well as for any extra costs engendered by this transfer. All extra costs are to be paid by the transferor of the contract.

## **Article 17. Insurance**

The client is responsible for all damages caused by his/her fault. Clients are advised to check whether their personal insurance policy covers holiday rentals. If not, the purchase of such an insurance policy is strongly recommended.

Charente-Maritime Résa provides customers with the option of taking out an insurance policy which covers cancellation and assistance; the guarantees and exclusions of this policy are shown in a document given to purchasers when they take out the policy. Charente Maritime Résa is insured for its civil professional responsibility as indicated elsewhere.

## **Article 18. Inventory**

For property rentals, an inventory is carried out in the presence of both the owner (or his/her representative) and the hirer. The inventory list is also signed by them both. This inventory is the only reference document in the event of a dispute.

The tenant is expected to treat the rental property with all due care and attention. The state of cleanliness of the property must be noted during the inventory. The cost of cleaning the property during the rental period and prior to departure are chargeable to the customer.

## **Article 19. Deposit**

The client is reminded that for seasonal rentals, a deposit intended to cover the cost of any eventual damages caused by the hirer, is required.

The cost of this deposit varies (see our printed or online Brochure) depending on the chosen products or reservation method. The precise amount will be stated on the holiday description sheet and on the contract in compliance with article R211-6 of the French Tourism Code. This deposit must be paid directly to the owner or his/her representative upon arrival at the property.

Upon arrival and departure, an inventory of the rental premises must be established. Two copies of this document will be made, each signed by both parties. On departure, the deposit is returned to the client minus any deductions for costs and repairs, if any damages caused by the hirer have been noted. In the event of early departure (i.e. before the times stated on the holiday description sheet), which may render the inventory impossible on the day of the tenant's departure, the deposit will be returned by the owner within a time limit not exceeding one week.

## **Article 20. Seasonal rentals – payment of charges**

Charges – this means any costs relating to water, gas, electricity, heating etc. and which are listed on the holiday description sheet.

Included charges: 8kw electricity, gas for a gas cooker, cold water

Charges not included: electricity over the included amount, heating, telephone

These charges must be paid directly to the owner in exchange for a receipt.

Some rental costs may include a general fee for charges.

## **Article 21. Hotels**

The price includes the rent of the room with or without breakfast included. Full or half board. Unless otherwise indicated, prices do not include drinks with meals. When a client is the sole occupier of a room intended for two people, s/he will be billed a supplement known as the "single room supplement". On the day of departure, rooms must be released by 12 o'clock midday.

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## **Article 22. Campsites**

Unless otherwise indicated, campsite pitch reservations are made on a weekly or nightly basis. Requests for an electricity connection must be made at the time of booking.

## **Article 23(i) Complaints**

Any complaint about the non-execution of the contract or inadequate execution of the contract must be sent to Charente Maritime Résa as soon as possible. The complaint must be sent by recorded delivery letter with acknowledgement of receipt and may also be sent in writing to the organizer of the trip and to the service provider concerned.

Complaints relating to the inventory must be notified in writing to Charente Maritime Résa within 48 hours of arrival.

## **Article 23 (ii) COMPLAINTS RELATED TO ONLINE BOOKINGS**

Any complaint related to online reservation services must be sent to the vendor as soon as possible.

## **Article 24. Price changes**

The prices shown in this brochure and on the date of publication were fixed according to the following economic data:

The cost of land and sea transport, and particularly, the price of fuel

Current taxes

The variation in the exchange rate of currencies used will be passed on to the whole sale price, excluding the part represented by land and sea transportation costs and taxes.

The variation in the cost of land or sea transportation and/or fuel prices will be passed on in full to the corresponding part of the service.

For registered clients, no price increase can be made less than 30 days before the date of departure.

## **Article 25(i). PARTICULAR CONDITIONS FOR ONLINE BOOKINGS**

### **Article 25(ii) The vendor's undertaking**

The publication of information online is subject to the same legal jurisdiction as traditional publishing. The content of the present website is therefore governed by various legal texts which confer various rights and responsibilities on the internet user. The vendor and the publisher of the present site undertake to respect the editorial regulations currently in force and to do everything possible to ensure that the information provided for the public is accurate. The reader is authorized to print all or part of the contents of this site for his/her own personal use.

### **Article 25(iii) The client's undertaking**

The user undertakes to respect the rules of intellectual property with regard to the various contents of the site. This implies that s/he undertakes not to reproduce, summarize, alter or publish, without the specific prior authorization of the owner of the site, any article, title, application, software, logo, brand, information or illustration for any use other than that which is strictly personal. This also excludes any reproduction for professional, profit-making or mass-broadcasting purposes. The client also undertakes not to copy all or part of the site on any other support. Failure to comply with these absolute commitments can result in civil and criminal liability for the offender.

### **Article 25(iv) Personal data protection**

In compliance with the French Data Protection Act of 6th January 1978, the user has the right to access, rectify and cancel any personal data concerning him/her at any time. If the user wishes to exercise this right, s/he must write to the seller or make the request by email sent to the seller. The data entered on the forms presents on the present site remain confidential to the seller.

### **Article 25(v) Proof**

It is expressly agreed that, unless there is an obvious error made by the vendor, the data kept on the vendor's information system and/or that of his/her partners shall be deemed to have probative value with regard to orders made.

The data kept on data-processing or digital support systems by the vendor constitute proof and if they are produced by the vendor during a litigious procedure, they will be deemed admissible, valid and binding proof between the parties with the same evidential weight as any other signed, received or archived written document.

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### **Article 25 (vi) Withdrawal period**

In accordance with article L.121-20 of the French Consumer Code, the consumer has a time limit of 7 clear days, starting from the day on which the offer was accepted, in which s/he may exercise his/her right to withdrawal without having to justify the reasons for this decision and without being subject to the payment of any penalties. When the withdrawal period ends on a Saturday or a Sunday or on a public holiday or a non-working day, the deadline is extended until the next working day.

In accordance with article L.121-20-2 of the French Consumer Code, the right of withdrawal does not apply to service contracts which have started before the end of the 7 clear day period.

In accordance with article L.121-20-4 of the French Consumer Code, the right of withdrawal does not apply to contracts for the provision of services in accommodation, transport, catering and leisure activities which have to be provided on a specific date, except in the case of contracts concluded by electronic media.

### **Article 25 (vii) Use of the French language and the primacy of French**

In accordance with law n° 94-664 of August 4th 1994, the offers shown on the present site for French clients are written in French. However, commercial translations in foreign languages of all or some of the sections of the present site may also be accessible.

All parties agree that the French version prevails over all the commercial translations written in another language.

### **Article 26. Civil and professional liability insurance**

Charente Maritime Résa has taken out an insurance policy with Groupama Centre Atlantique, 2 Avenue de Limoges-BP 8527-79044 NIORT Cedex 9. Tel : 0810 46 46 46 for 5 000 000 euros per year and per accident, bodily, material and consequential damage combined, contract n° 04159593N in order to cover the consequences of Civil and Professional Liability which Charente-Maritime Résa may incur.

Full official title of the Tourism Reservation Agency: Comité Départemental du Tourisme de la Charente-Maritime

Brand name: Charente-Maritime Résa

Legal structure: Non-profit organization under the French 1901 Associations Law.

N° SIRET: 781 333 448 000 20

Code APE: 7990Z

Immatriculation n°: IM017100003

Financial guarantor: APS, 15 Avenue Carnot 75017 PARIS

Headquarters: 85 Boulevard de la République, 17076 LA ROCHELLE CEDEX 9

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*In accordance with the French Data Protection Act, nominative personal information in booking reservations is compulsory. The right of access to and rectification of this information can be exercised by contacting the Tourism Reservation Agency and, without the clients' express opposition, this information may be transferred to other parties for commercial purposes.*

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