

## Terms and Conditions of Sale

### **WANDERLUST AGENCY**

SAS (simplified joint-stock company) with capital of €7,500, entered on the Paris Trade and Companies Register (RCS Paris) under number 828380725

Atout France registration no. IM75170057

Atout France (Register of Travel Operators) 79 /81 rue de Clichy 75009 Paris.

Professional Third-Party Liability Insurance: No. HCTAG01/118299- HISCOX 19 rue Louis le Grand 75002 Paris

Intra-Community VAT no.: FR 53 828380725

Registered Office: 32 Rue le Peletier - 75009 Paris – France

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### **TERMS AND CONDITIONS OF SALE**

Excerpts from the French Tourism Code on the sale of travel and holidays pursuant to Article R 211-12 of the said Code

In accordance with Articles L211-7 and L211-17 of the Tourism Code, the provisions of Articles R211-3 to R211-11 of the Tourism Code, reproduced below, are not applicable to reservations or sales of transport tickets that are not included in a tourist package. The organiser's brochure, quote, proposal and programme constitute the prior information required by Article R211-5 of the Tourism Code. Therefore, unless otherwise provided on the front of this document, the characteristics, supplementary terms and conditions and the price of the trip as indicated in the organiser's brochure, quote and proposal shall be contractual as soon as the registration form is signed.

**Article R211-3** - Subject to the exclusions listed in the third and fourth paragraphs of Article L.211-7, appropriate documents complying with the rules defined in this section shall be provided for any offer or sale of travel or holiday services. For the sale of airline tickets or travel tickets for scheduled routes not associated with services relating to the transport, the vendor shall issue the buyer with one or more travel tickets for the entire journey, issued by the transport company or under its responsibility. For charter travel, the name and address of the transport company on whose behalf the tickets are issued must be indicated. Separate invoicing of the various elements of the same tourist package does not exempt the vendor from the obligations set forth in the regulatory provisions of this section.

**Article R211-3-1** - Pre-contractual information and contractual terms and conditions shall be provided in writing. They may be provided electronically under the conditions of validity and application set forth in Articles 1369-1 to 1369-11 of the French Civil Code. The surname or company name and address of the vendor shall be indicated, as well as details of its entry on the register mentioned in Article L.141-3 a) or, where applicable, the name, address and details of the registration of the federation or union mentioned in the second paragraph of Article R.211-2.

**Article R211-4** - Prior to signing the contract, the vendor must communicate to the customer all information relating to the prices, dates and other constituent elements of the services provided during the trip or holiday, such as:

- 1° - The destination, means, characteristics and categories of transport used;
- 2° - The type of accommodation, its location, standard of comfort and main characteristics, its accreditation and its tourist classification in accordance with the regulations or customary practices of the host country;

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- 3° - The catering services available;
- 4° - The itinerary description for tours;
- 5° - Any administrative and health formalities to be completed by nationals or by citizens from other European Union Member States or a State party to the European Economic Area Agreement, particularly where borders are to be crossed, and the deadlines for completion;
- 6° - Visits, excursions and other services included in the package or available subject to a price supplement;
- 7° - The minimum or maximum size of the group required for the trip or holiday and, if the trip or holiday is subject to a minimum number of participants, the date by which the customer must be informed if the trip or holiday is cancelled; this date may not be less than 21 days before departure;
- 8° - The amount or percentage of the price to be paid as a deposit when the contract is signed, as well as the schedule for payment of the balance;
- 9° - The price revision terms, as stipulated in the contract in accordance with Article R.211-8;
- 10° - The contractual conditions of cancellation;
- 11° - The conditions of cancellation defined in Articles **R.211-9, R.211-10 and R.211-11** below;
- 12° - Information about the possibility of taking out an insurance policy covering the consequences of certain cases of cancellation or an assistance insurance policy covering specific risks, in particular repatriation costs in the event of an accident or illness;
- 13° - When the contract includes air travel services, the details of each leg of the journey, as stipulated in Articles **R.211-15 to R.211-18**.

**Article R211-5** - The prior information given to the customer is binding on the vendor, unless the information states that the vendor expressly reserves the right to modify certain elements. In this case, the vendor must clearly indicate the extent to which any such modifications are possible and which elements are affected. In any event, the customer must be notified of any changes made to the prior information before the contract is signed.

**Article R211-6** - The contract entered into between the vendor and the buyer must be in writing, drawn up in duplicate and signed by both parties, one copy being given to the buyer. **When the contract is signed electronically, Articles 1369-1 to 1369-11 of the Civil Code apply.** The contract must contain the following clauses:

- 1° - The name and address of the vendor, its guarantor and its insurer, as well as the name and address of the organiser;
- 2° - The destination(s) of the trip and, for a holiday with several different destinations, the different periods and dates;
- 3° - The types, characteristics and categories of transport used, the dates and places of departure/return;
- 4° - The type of accommodation, its location, standard of comfort and main characteristics, and its tourist classification pursuant to the regulations or customary practices of the host country;
- 5° - The catering services provided;
- 6° - The itinerary for tours;
- 7° - The visits, excursions or other services included in the total price of the trip or holiday;
- 8° - The total price of the invoiced services and an indication of any possible revision of the price invoiced pursuant to the provisions of Article **R.211-8**;
- 9° - Where relevant, information about the charges or taxes applicable for certain services, such as taxes for landing or boarding at ports or airports, or tourist taxes if they are not included in the price of the service(s) provided;
- 10° - The schedule and terms of payment of the price; the last payment made by the buyer may not

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be less than 30% of the price of the trip or holiday and must be made when the documents allowing the trip or holiday to be taken are issued;

11° - Any special conditions requested by the buyer and accepted by the vendor;

12° - The means by which the buyer may make a complaint against the vendor for the non-performance or poor performance of the contract, said complaint being addressed to the vendor without delay by any means giving rise to an acknowledgement of receipt by the vendor, and, where applicable, reported in writing to the organiser of the trip and the provider of the services in question;

13° - The date by which the buyer must be informed in the event that the trip or holiday is cancelled by the vendor if the trip or holiday is subject to a minimum number of participants, in accordance with the provisions of paragraph 7 of Article **R.211-4**;

14° - The contractual conditions of cancellation;

15° - The conditions of cancellation defined in **Articles R. 211-9, R. 211-10 and R. 211-11**;

16° - Information concerning the risks covered and the amount of cover underwritten by the vendor's professional third-party liability insurance policy;

17° - Information about the insurance policy covering the consequences of certain cases of cancellation taken out by the buyer (policy number and name of insurer) or about the assistance insurance policy covering certain specific risks, in particular the cost of repatriation in the event of an accident or illness; in this case, the vendor must provide the buyer with a document specifying at least the risks covered and the risks excluded;

18° - The date by which the vendor must be notified if the buyer assigns the contract;

19° - A commitment to provide the buyer with the following information, at least ten days before the agreed departure date:

a) the name, address and telephone number of the vendor's local representative or, if there is none, the names, addresses and telephone numbers of local organisations that may be able to help the customer in the event of a problem or, if there are none, the emergency telephone number on which the buyer may urgently contact the vendor;

b) for trips and holidays of minors abroad, a telephone number and an address providing direct contact with the child or the person responsible for the child on location during their stay;

20° - A clause making provision for rescission and refund without penalty of any monies paid by the buyer in the event of failure to comply with the information obligation set forth in paragraph 13 of Article **R.211-4**;

21° - A commitment to provide the buyer with the arrival and departure times, in a timely manner before the start of the trip or holiday.

**Article R211-7** - The buyer may assign the contract to an assignee who shall meet the same conditions as the buyer for the trip or holiday, as long as the said contract has not taken effect. Unless otherwise stipulated to the assignor, the latter shall inform the vendor of its decision by any means giving rise to an acknowledgement of receipt, at least seven days before the start of the trip. If the contract concerns a cruise, this period is at least fifteen days. This assignment is not in any way subject to prior authorisation by the vendor.

**Article R211-8** - If the contract includes an express possibility to revise prices, within the limits set forth in Article **L.211-12**, it must describe the exact calculation methods used for both price increases and reductions, variations in price and in particular the related amount of transport charges and taxes, the currency/ies that may have an impact on the price of the trip or holiday, the part of the price to which the revision applies, and the exchange rate of the currency/ies used as a reference when the price stipulated in the contract was determined.

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**Article R211-9** - When, before the buyer's departure, the vendor is compelled to make a change to one of the essential elements of the contract such as a significant price rise, and when the vendor fails to fulfil the obligation to provide information stipulated in paragraph 13 of Article **R.211-4**, the buyer may, without prejudice to the right to claim compensation for any loss sustained, and after being informed by the vendor by any means giving rise to acknowledgement of receipt:

- either rescind the contract and obtain the immediate refund of any monies paid, without penalty;
- or accept the change or the replacement trip proposed by the vendor; an amendment to the contract specifying the changes made shall then be signed by the parties; any reduction in the price shall be deducted from any sums remaining payable by the buyer and, if the payment already made by the latter exceeds the price of the modified service, the excess payment shall be returned before the departure date.

**Article R211-10** - In the case where the vendor cancels the trip or holiday prior to the buyer's departure, as provided in Article **L.211-14**, the vendor shall inform the buyer by any means giving rise to an acknowledgement of receipt; the buyer, without prejudice to its right to claim compensation for any loss sustained, shall obtain an immediate refund of monies paid, without penalty, from the vendor; in this case, the buyer shall receive compensation at least equal to the penalty that the buyer would have paid if the cancellation had been made by the buyer on that date. The provisions of this article do not in any way preclude an amicable agreement being reached whereby the buyer accepts a replacement trip or holiday offered by the vendor.

**Article R211-11** - If, after the buyer's departure, the vendor is unable to provide a significant part of the services included in the contract, representing a significant percentage of the price paid by the buyer, the vendor shall immediately take the following steps, without prejudice to the right to claim compensation for any loss sustained:

- either offer replacement services to those planned, while bearing any additional costs, and provide a refund on return for any price difference if the services accepted by the buyer are of a lower quality;
- or, if the vendor is unable to propose any alternative service, or if they are refused by the buyer for valid reasons, provide the buyer with travel documents to return to the place of departure, or any other place agreed upon by the parties, under conditions judged to be equivalent and at no extra cost.

The provisions of this article are applicable in the event of failure to comply with the obligation set forth in Paragraph 13 of Article **R.211-4**.

### **SUPPLEMENTARY TERMS AND CONDITIONS OF SALE**

#### **1 – REGISTRATION AND TERMS OF PAYMENT**

For the booking request to be final, the digital registration form corresponding to the travel offer made must be signed and a deposit of 35% of the total price of the trip must be paid to guarantee the reservation of all the services. In some specific cases, the amount of the deposit may be higher and will have been specified in the quote.

In the event of registration less than 45 days prior to departure, the total price of the trip must be paid.

**NON-APPLICABLE RIGHT OF WITHDRAWAL:** the right of withdrawal does not apply to tourist services (Article L 121-21-8 of the French Consumer Code). Thus, for any request for services made to Wanderlust Agency, you have no right of withdrawal.

## 2 – TRAVEL INFORMATION

### *Administrative formalities*

To prepare for your trip, and irrespective of your nationality, we recommend that you consult all the information about the countries you are visiting and the administrative and health formalities to be completed.

Before registering to undertake a trip, you are responsible for checking that the required documents are compliant with the information necessary for your planned travel and that each traveller holds either a valid passport or a valid national ID card (depending on the destination), and any other document (visa, ESTA (Electronic System for Travel Authorization – to enter the US territory), family record book, authorisation to leave the country, etc.) required to travel through and/or enter the countries included in the trip.

### *Safety and health risks*

Prior to your departure, you are strongly advised to consult the French Ministry of Foreign Affairs datasheets of the countries included in your trip (country of destination and countries through which you are travelling) on the website [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr), in the section "Conseils aux voyageurs" (Advice to travellers) to learn about the behaviour you should adopt in your country of destination.

We also advise you to register on the Ariane website on which international travel of French citizens can be tracked: <https://pastel.diplomatie.gouv.fr/fildariane/dyn/public/login.html>

### *Minors*

Children must carry ID documents in their own name. Minors must have an individual passport. For children not travelling with a parent or legal guardian, you must obtain an authorisation to leave the country from the competent authorities.

Please note: other documents may be requested for minors, depending on the destination, whether they are travelling with their parents or not.

### *Visas*

You are responsible for checking the compliance of the required documents and for taking all necessary steps to obtain them. Not only are you responsible for completing the actual formalities, but all costs thereof remain payable by you.

However, Wanderlust Agency can apply for your visa for you, in return for a charge. The fees charged for a visa application will be communicated to you in advance, on request.

## 3 – MODIFICATION OR CANCELLATION BY THE CUSTOMER

Any modification of the trip resulting in the cancellation or modification of certain tour services, or the postponement of the trip may also entail costs such as penalties on air tickets already issued, or pursuant to the modification policies of our suppliers.

Any request to change the name of a participant or the spelling of a participant's name following an error on the air ticket will lead to the billing of any extra costs charged by the airline.

### *Scale of total cancellation fees (except special cases):*

More than 45 days before the departure date: €250 per person

From 45 to 21 days before the departure date: 30% with a minimum charge of €250 per person

From 20 to 13 days before the departure date: 60%

From 12 to 6 days before the departure date: 90%

Less than 6 days before the departure date: 100%

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### ***Special cases:***

Certain products or certain dates may be subject to specific and/or more restrictive conditions that will have been specified on the quote.

If the trip is cancelled, insurance and visa costs are not refundable.

### **3 – AIR TRANSPORT**

In the quote and at the time of registration, Wanderlust Agency will inform you of the identity of the airlines selected for your flights.

Wanderlust Agency only works with airlines and suppliers that provide all the safety guarantees required by European and international standards in force.

The EU list of prohibited airlines is available for consultation on the website:

[https://ec.europa.eu/transport/modes/air/safety/air-ban/search\\_en](https://ec.europa.eu/transport/modes/air/safety/air-ban/search_en)

The first and last names communicated at the time of booking must be the same as those featured on the valid passports at the time of travel. Any modification is subject to the fees specified in our supplementary terms and conditions of sale.

The airline may be required to change its schedules and/or routes without notice. In the event of any changes by the airline, due in particular to technical, climatic or political incidents beyond the control of Wanderlust Agency, and any delay, cancellation, strike, additional stops, change of aircraft, change of route, or political or climatic events, if you decide to abandon your trip, you may not claim any refund or compensation from Wanderlust Agency.

### ***Commuting flights***

If one of your commuting flights were cancelled or delayed for any reason (e.g. strike, insufficient passengers, poor weather conditions, delay, technical problem), the airlines reserve the right to provide this transport by any other means (coach, train, etc.).

If you organise your commuting travel yourself, we advise you to book modifiable or even refundable tickets and to allow ample time for transferring between airports and train stations.

The consequences of delays in commuting travel organised by you, causing you to miss the scheduled flight, shall not be borne by Wanderlust Agency.

### ***Pregnant women***

Airlines may sometimes deny a pregnant woman access to boarding where they consider that, given the due date of birth, a risk of premature birth during the flight is possible.

### ***Minors***

Children under the age of 2 do not have their own seat on a plane. Children under 18 who are not accompanied are refused.

### ***Baggage***

Baggage is generally transported free of charge; the baggage allowance varies with the airline and travel class and will be communicated to you at the time of booking. Excess baggage tax is payable by the passenger.

Any registered baggage that is lost or damaged must be reported by you to the airline and possibly to the insurance company if you have purchased supplementary baggage insurance.

### **4 – INSURANCE**

Wanderlust Agency can offer several types of optional insurance.

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Details of the insurance policies available (scope of application, limitation of cover, exclusions, excesses and obligations in the event of a claim) are available on request from Wanderlust Agency.

### **5 – PRICES**

Our prices are given in Euros and are based on economic conditions prevailing at the time the quote is drawn up.

You are responsible for assessing the suitability of the price prior to registering. Once you have signed, prices are firm and final and may not subsequently be contested.

However, in accordance with Article L 211-12 of the Tourism Code, Wanderlust Agency may be required to revise the price of a trip as follows:

- Change in the foreign currency exchange rates for services in foreign currency included in the content of the trip.
- Change in transport costs, due in particular to a change in fuel prices, and various taxes and duties.

The price may not be revised less than 30 days prior to departure.

### **6 – LIABILITY**

Wanderlust Agency shall not be liable for any non-performance of the services provided for in the contract and shall not be liable for any compensation in the following cases:

- Failure to check in at the place of departure of the trip caused by a delay in a commuting flight, train or other means of transport not organised by Wanderlust Agency, even if this delay is caused by a force majeure event, a fortuitous occurrence or by a third party.
- Failure to check in as a result of presenting out-of-date ID and/or health documents (ID card, passport, visa, certificate of vaccination, etc.) or of not presenting the ID and/or health documents required to undertake the trip.

If the customer fails to check in at the place of departure of the trip, 100% of the price of the trip will be withheld.

### **7 – COMPLAINTS**

Any complaint must be sent by registered letter with all supporting documents, within 15 days of the return date, to the address below:

Wanderlust Agency – Service client  
32 Rue le Peletier  
75009 Paris

### **8 – PERSONAL DATA**

In accordance with the French data protection law 78-17 of 6 January 1978, you have a right of access, objection, modification, rectification and deletion in respect of your personal data.

To exercise your rights or to object to the transfer of your personal data, contact: Wanderlust Agency, 32 rue Le Peletier, 75009 Paris.

### **9 – GOVERNING LAW**

The contracts that you sign with Wanderlust Agency are governed by the laws of France.

### **10 – JURISDICTION (valid only if you are a trader or a commercial company)**

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Any dispute arising out of or in connection with the validity, performance or interpretation of contracts signed with Wanderlust Agency shall be submitted to the Commercial Court of Nanterre, having exclusive jurisdiction.