

LOIRE BOURGOGNE RANDONNEES

SARL au capital de 8 000 €

Lieu dit Putinat - 71 340 MELAY - Tel :00 33 (0)6 33 97 91 54 - mail : contact@lb-rando.com - www.lb-rando.com

GENERAL CONDITIONS OF SALES

Registration for one of the programs implies acceptance of the general conditions of sale governing relations between travel companies and travelers, Law of 13 July 1992 (decrees published in the Official Journal of 17 June 1994). acceptance of the specific conditions described below.

Art. 95 - Subject to the exclusions provided for in the second paragraph (a and b) of article 14 of the aforementioned law of July 13, 1992,

any offer and any sale of travel or stay services gives rise to the delivery of appropriate documents which meet the rules defined by this title. In the event of the sale of air tickets or regular line tickets not accompanied by services linked to these transports, the seller delivers to the buyer one or more tickets for the entire journey issued by the carrier or under his responsibility. In the case of transport on demand, the name and address of the carrier, on whose behalf the tickets are issued, must be mentioned. The separate invoicing of the various elements of the same tourist package does not exempt the seller from the obligations made to him by this title.

Art. 96 - Prior to the conclusion of the contract and on the basis of a written medium, bearing its company name, address and

the indication of his administrative authorization to exercise, the seller must communicate to the consumer information on prices, dates and other elements constituting the services provided during the trip or stay such as:

1 ° the destination, means, characteristics and categories of transport used.

2 ° the type of accommodation, its location, its level of comfort and its main characteristics, its approval and its tourist classification corresponding to the regulations or customs of the host country.

3 ° the meals provided.

4 ° the description of the route when it is a circuit.

5 ° the administrative and health formalities to be completed in the event, in particular, of border crossings as well as their completion times.

6 ° the visits, excursions and other services included in the package or possibly available at an additional cost.

7 ° the minimum or maximum size of the group allowing the realization of the trip or stay as well as, if the realization is subject to a minimum number of participants, the deadline for informing the consumer in the event of cancellation of the trip or stay ; this date cannot be set less than twenty-one days before departure.

8 ° the amount or percentage of the price to be paid as a deposit at the conclusion of the contract as well as the payment schedule for the balance.

9 ° the terms of price revision as provided for in the contract in application of article 100 of this decree.

10 ° the contractual cancellation conditions.

11 ° the cancellation conditions defined in articles 101, 102 and 103 below.

12 ° the details concerning the risks covered and the amount of the guarantees subscribed under the insurance contract covering the consequences of the professional civil liability of travel agencies and the civil liability of associations and non-profit organizations and organizations tourism premises.

13 ° information concerning the optional subscription of an insurance contract covering the consequences of certain cases of cancellation or an insurance contract covering certain specific risks, in particular the costs of repatriation in the event of accident or sickness.

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Art. 97 - The prior information made to the consumer commits the seller, unless in this, the seller does not expressly reserve the right to modify certain elements. The seller must, in this case, clearly indicate to what extent this modification may occur and on which elements. In any case, changes to the prior information must be communicated in writing to the consumer before the conclusion of the contract.

Art. 98 The contract concluded between the seller and the buyer must be in writing, drawn up in duplicate, one of which is given to

the buyer, and signed by both parties. It must include:

- 1 ° the name and address of the seller, its guarantor and its insurer as well as the name and address of the organizer,
- 2 ° the destination or destinations of the trip and, in the event of a split stay, the different periods and their dates,
- 3 ° the means, characteristics and categories of transport used, the dates, times and places of departure and return,
- 4 ° the type of accommodation, its location, its level of comfort and its main characteristics, its tourist classification under the regulations or customs of the host country,
- 5 ° the number of meals provided,
- 6 ° the itinerary when it is a circuit,
- 7 ° the visits, excursions or other services included in the total price of the trip or stay,
- 8 ° the total price of the services invoiced as well as the indication of any possible revision of this invoicing under provisions of article 100 below,
- (9) an indication, where applicable, of the fees or taxes relating to certain services such as landing, landing or boarding taxes in ports or airports, tourist taxes when they are not included in the price of the service (s) provided.
- 10 ° the schedule and terms of payment of the price; in any event, the last payment made by the buyer cannot be less than 30% of the price of the trip or stay and must not be made when the documents enabling the trip or stay are delivered,
- 11 ° the special conditions requested by the buyer and accepted by the seller,
- 12 ° the methods according to which the buyer can submit to the seller a complaint for non-performance or poor performance of the contract, which complaint must be sent as soon as possible, by registered letter with acknowledgment of receipt to the seller, and notified in writing, possibly to the travel organizer and the service provider concerned,
- 13 ° the deadline for informing the buyer in the event of cancellation of the trip or stay by the seller in the event that the completion of the trip or stay is linked to a minimum number of participants, in accordance with the provisions of 7 ° of article 96 above,
- 14 ° the contractual cancellation conditions,
- 15 ° the cancellation conditions provided for in articles 101, 102 and 103 below,
- 16 ° the details concerning the risks covered and the amount of guarantees under the insurance contract covering the consequences of the seller's professional civil liability,
- 17 ° the details concerning the insurance contract covering the consequences of certain cases of cancellation taken out by the buyer (policy number and name of the insurer) as well as those concerning the assistance contract covering certain specific risks, in particular repatriation costs in the event of accident or illness; in this case the seller must give the buyer a document specifying at least the risks covered and the risks excluded.
- 18 ° the deadline for informing the seller in case of assignment of the buyer's contract,
- 19 ° the commitment to provide the buyer in writing, at least ten days before the date scheduled for his departure, with the information following:
 - A - the name, address and telephone number of the local representation of the seller, or failing this, the names, addresses and telephone numbers of local organizations likely to help the consumer in the event of difficulty or, failing this, the telephone number allowing urgent contact with the seller.
 - B- for trips and stays of minors abroad, a telephone number and an address allowing direct contact with the child or the person in charge of their stay.

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Art. 99 - The buyer can assign his contract to a transferee who fulfills the same conditions as him to make the trip or the stay, as long as this contract has no effect. Unless stipulated more favorable to the transferor, the latter is required to inform the seller of his decision by registered letter with acknowledgment of receipt no later than seven days before the start of the trip. When it is a cruise, this period is extended to fifteen days. This transfer is not subject, in any case, to the seller's prior authorization.

Art. 100 - When the contract includes an express possibility of price revision, within the limits provided for in article 19 of the aforementioned law of July 13, 1992, it must mention the precise methods of calculation, both upward and downward, price variations, and in particular the amount of transport costs and taxes relating thereto, the currency or currencies which may affect the price of the trip or stay, the part of the price to which the variation applies, the rate of the currency or currencies used as a reference when establishing the price appearing in the contract.

Art. 101 - When, before the buyer's departure, the seller is forced to make a change to one of the elements essential of the contract such as a significant increase in the price, the purchaser can, without prejudging recourse in repair for possible damage suffered, and after having been informed by the seller by registered letter with acknowledgment of receipt: - either terminate his contract and obtain immediate reimbursement of the sums paid without penalty - or accept the modification or the substitution trip offered by the seller, an amendment to the contract specifying the changes made is then signed by the parties; any reduction in price is deducted from any sums remaining due by the buyer and, if the payment already made by the latter exceeds the price of the modified service, the overpayment must be returned to him before the date of his departure.

Art. 102 - In the case provided for in article 21 of the aforementioned law of July 13, 1992, when, before the departure of the buyer, the seller cancels the trip or stay, he must inform the buyer by registered letter with acknowledgment of receipt; the buyer, without prejudging recourse for compensation for any damage suffered, obtains from the seller immediate reimbursement without penalty of the sums paid; the buyer receives, in this case, compensation at least equal to the penalty he would have borne if the cancellation had occurred by his act on that date. The provisions of this article do not in any way prevent the conclusion of an amicable agreement aimed at the acceptance by the buyer of a replacement trip or stay offered by the seller.

Art. 103 - When, after the buyer's departure, the seller is unable to provide a preponderant part of the services provided for in the contract representing a non-negligible percentage of the price honored by the buyer, the seller must immediately make the arrangements following without prejudging claims for compensation for possible damage suffered:

Either offer services to replace the services provided, possibly supporting any additional price and, if the services accepted by the buyer, are of inferior quality, the seller must reimburse him, upon his return, for the price difference.

Or, if he can offer no replacement service or if these are refused by the buyer for valid reasons, provide the buyer, without additional cost, tickets to ensure his return under conditions that may be deemed equivalent to the place of departure or to another place accepted by both parties

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LOIRE BOURGOGNE RANDONNEES CONDITIONS OF SALES

Loire Bourgogne Randonnée is a travel agency registered at Atout France and at the Ministry of Tourism under n° IM071200001 SARL with a capital of € 8,000 represented by its majority manager Céline CROLA

Registration at the RCS of Charolles under the number 879 684 728 RCS Mâcon

SIRET 879 684 728 00014 - NAF code 7911 Z

Financial guarantee n° 4000 71 7007 0 subscribed to with Groupama credit insurance and surety - 132 rue des Trois Fontanot - 92000 NANTERRE

Professional Civil Liability: n° 146 187 806 subscribed to MMA - 14 boulevard Marie et Alexandre Oyon - 72030 LE MANS Cedex 09

REGISTRATION

A registration is taken into account as we receipt by mail or email, the signed contract, the signed quote and a 30% deposit. The balance must be paid 30 days before departure, if registration takes place less than 30 days, then all is required.

PRICE

They are indicated on the technical documents, specifying each time what is include and what is not include , and they are confirmed to you on the quote.

CHOICE OF PAYMENT:

By French bank check payable to SARL Loire Bourgogne Randonnée By bank transfer (only possible payment for payments from abroad)

INSURANCE

Included in the prices: Professional liability insurance MMA Oullins / 5 rue Pierre Semard / BP 27/69221 OULLINS, covering:

- The responsibility of Loire Bourgogne Randonnée,
- The participants civil liability for bodily injury and material damage,
- Accidents: permanent, partial or total incapacity, medical and pharmaceutical costs following accidents.

Not included in the price, but we offer it as an option, cancellation and interruption insurance

CANCELLATION AND INTERRUPTION

Whatever the reason for the cancellation, there is a need to notify Loire Bourgogne Randonnée as soon as possible by a written declaration (letter or email). For a withdrawal more than 30 days before departure, the sums paid are refunded, after deduction of a flat rate of 30 euros per person for booking fees.

Less than 30 days before departure, the cancellation fees are :

- from 30 days to 22 days: 25% of the price of the trip
- from 21 days to 15 days: 50% of the price of the trip
- from 14 days to 8 days: 75% of the price of the trip
- from 7 days to 2 days: 90% of the price of the trip
- Less than 2 days: 100% of the price of the trip

If the cancellation is justified and you have subscribed a cancellation insurance, these costs will be reimbursed to you, deduction made by the insurer of a deductible stipulated in the general conditions of sale which have been sent to you.

Sometimes a case of force majeure results in the cancellation of a hike or a trip. You will be notified of this cancellation at least 21 days in advance. At the same time as the cancellation, you will be offered an alternative. If no solution suits you, then there will be full and immediate reimbursement. This cancellation cannot claim compensation.

Finally, any stay interrupted, abridged or modified by decision of the member and for any reason whatsoever, cannot give rise to reimbursement, even partial, unless you have taken out cancellation and interruption insurance.

LOIRE BOURGOGNE RANDONNEES : SARL AU CAPITAL DE 8000 €

Numéro d'immatriculation ATOUT FRANCE : IM071200001

Responsabilité civile souscrite auprès de MMA - 14 boulevard Marie et Alexandre Oyon 72030 LE MANS CEDEX 09

Garantie financière souscrite auprès de GROUPAMA Assurance-crédit et caution - 132 rue des Trois Fontanot - 92000 NANTERRE

Nous vous informons qu'il existe un Médiateur du Tourisme et du Voyage dont les coordonnées sont les suivantes : MTV Médiation Tourisme Voyage – BP 80 303 – 75 823 Paris Cedex 17. Vous trouverez également toutes les modalités de saisine sur le site internet : www.mtv.travel

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TRIP WITH DONKEY, MOUNTAIN BIKES OR CANOE

For stays including the rental of a donkey, a canoe or a bicycle, the customer must complete a specific rental contract which will be given to him upon departure. This contract stipulates the availability of the donkey or materiel and the responsibilities of the client / renter. A deposit will be requested.

RESPONSIBILITY

Loire Bourgogne Randonnée can in no way replace the personal responsibility of members, particularly with regard to police and health formalities at any time during the trip. On the other hand, acting as organizer of hikes, we must use the services of various providers (owners of lodgings, receptive organizations, carriers ...). Loire Bourgogne Randonnée cannot be confused with these who retain their own responsibility.

FREEDOM HIKING

These courses take place without a guide and engage your responsibility in the realization of the proposed hikes. The weather can increase the difficulty of the ways. Any adjustment of it due to climatic conditions or to your physical or technical capacities will be invoiced at cost price.

DISPUTES

Any dispute or dispute is the exclusive responsibility of the Commercial Court of Mâcon.

However, we inform you that there is a Tourism and Travel Mediator whose contact details are as follows: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17.

You will also find all the methods of referral on the website: www.mtv.travel