

# Particular booking terms and conditions of sales applying to groups packages

The present terms govern the services sold by VACANCES ACTIVES LINGUISTIQUES/V.A.L. They shall apply by right and without restriction to all reservations made for any service or performance. The customer's confirmation of reservation and the payment thereof imply his or her unreserved adherence to the present conditions of sale.

A tourist bundle is defined as a combination of 2 services or more, 1 of which being a transport whose length is more than 24 hours.

#### Article 1 - Price

- 1.1 The prices of tickets or exchange vouchers are indicated in euros, inclusive of all taxes and VAT.1.2 Various types of rates can be proposed to you according to the services
- 1.4 All the bookings are payable in euros.
- 1.5 VACANCES ACTIVES LINGUISTIQUES / V.A.L. reserve the right to modify the prices at any time but products will be charged on the basis of the current rates at the time of the recording of the bookings.
- 1.6 Tickets or exchange vouchers remain the property of of **VACANCES ACTIVES LINGUISTIQUES / V.A.L** until the complete and definitive payment of the price.

# Article 2 - Personal data

2.1 The personal data you may communicate during your transaction are stored in a base - The data are stored by our core server of reservation of tourist services. They allow us possibly to contact you, as far as possible, in case of cancellation or in case of modification of date, schedule, place.

Cookies are small texts files which track website visitor information. We use cookies for our statistics with Google Analytics and to advertise online. We do not use cookies for tracking personal data nor storing Credit/Debit card details.

2.2 You accept the use for commercial purposes of photos or movies which could be taken during the realization of the services. You also accept the publication of your answers given in any satisfaction survey relating to our services. Outside these data, VACANCES ACTIVES LINGUISTIQUES / V.A.L. commits themselves not to reveal or to market no other information concerning you only if you expressly authorized him.

The website www.vacances-actives-linguistiques.com as well as the data processings relating it (to be specified) were declare to the CNIL under the number (declaration). According to articles 38-40 of the law 2004-801 of 06/08/2004, you have an access right, a rectification, an abolition of the data concerning you. This right can practice online by sending an e-mail to the address contact@vacances-actives-linguistiques. com, or by mail to the following address:

**VACANCES ACTIVES LINGUISTIQUES/V.A.L.** 2 ALLEE LA BOETIE 93270 SEVRAN

- 2.3 Image rights:: VACANCES ACTIVES LINGUISTIQUES / V.A.L. may take photos of the students to illustrate our promotional material (brochures, internet, catalogs, etc.) without authorization or written notification. Any objection must be stipulated clearly in writing at registration.
- 2.4 When you visit our website www.vacances-actives-linguistiques.com from certain partner sites of VACANCES ACTIVES LINGUISTIQUES / V.A.L.. and so identified, your data may be communicated with the latest. To have knowledge of your information that they were able to store, we invite you to contact the partner site from which you come.

### Article 3 - Registration / confirmation

Any registration to a group programme must be confirmed by writing (e-mail) to VACANCES ACTIVES LINGUISTIQUES / V.A.L.. : valerie@vacances-actives-linguistiques. com or contact@vacances-actives-linguistiques. com

At least 4 weeks before the beginning of the stay, the customer (sending organisation) is requied to provide VACANCES ACTIVES LINGUISTIQUES / V.A.L. with a list of the participants as well as any information concerning the participants (names and first names, date of birth, sex, possible medical allergies, level of French if necessary, parental consent for the minors, the possible health problems, the special diets, the distribution by room (rooming list), etc.) to VACANCES ACTIVES LINGUISTIQUES / V.A.L. Upon receipt of your written confirmation, the sending organisation will receive an invoice of the total amount as well as the detailed description (according to the quote) of the required and accepted services. A confirmation of the chosen stay such as described in the quote will then be sent to the sending organisation upon receipt of a deposit (40 % of the total amount of the invoice) and of a contract/or present signed booking terms and sales conditions. The sending organisation / customer will receive the day by day program with all the services included 7 days at the latest before your arrival, if the invoice was entirely settled.

# Article 4 - Payment

Bookings are processed after a deposit of 40 % of the total amount. Payments must be made in euros by bank transfer.

Our banking references: Holder of the account: **VACANCES ACTIVES LINGUISTIQUES/V.A.L.**,
2 ALLEE LA BOETIE, 93270 SEVRAN



Address of the bank: CIC Sevran, 8 RUE GABRIEL PERI, 93270 SEVRAN

IBAN: FR76 3006 6101 4200 0202 0630 117 BIC: CMCIFRPP

The remaining balance must be received by VACANCES ACTIVES LINGUISTIQUES / V.A.L. at least 14 days before the arrival of the group in France. Please note that all the banking fees are chargeable to the contracting party.

5 - Cancellations, modifications refund Article and 5.1 A ticket or an exchange voucher for a service can be neither nor exchanged, resumed. nor 5.2 In case of cancellation of the service by VACANCES ACTIVES LINGUISTIQUES / V.A.L.., an equivalent service will be proposed or, in case of impossibility, the refund of the ticket will be proposed. In case of cancellation or modification of date, schedule or place of a service for which you reserved places, you accept that VACANCES ACTIVES LINGUISTIQUES / V.A.L.., can use the address and phone number which you gave them during the reservation process to be informed about the procedure.

5.3 The non compliance with the normal conditions of use of the service, as well as with the French law, entails the cancellation of the service by rights, without any refund. The number of people indicated during the reservation, as well as the names of the participants to the service, must be respected for all the services. The French legislation concerning the use of these services must be respected, in particular concerning the travel by foot or by bicycle, the noise pollutions, the offensive acts, and all the measures relative to the public highway or to the life in a private house. In case of failure to respect, the possible paid pledges can also be held.

**5.4- Cancellation of the group**: any cancellation must be notified by writing to **VACANCES ACTIVES LINGUISTIQUES/V.A.L**. The non refundable fees depend on the date of reception of the cancellation:

- 20 % of the deposit will be required as a revocation fee between the date of the signature of the agreement and 30 days of the date of arrival - 50 % of the deposit will be required as a revocation fee between 29 and 15 days of the date of arrival - 100 % of the deposit will be required as a revocation fee in case of cancellation less than 14 days before the arrival

# **5.5- Cancellation of a participant**: any cancellation must be notified in writing to **VACANCES ACTIVES LINGUISTIQUES / V.A.L.**

In case of cancellation within the group after signature of the agreement (booking terms and special sales conditions) to 20 days before arrival, VACANCES ACTIVES LINGUISTIQUES / V.A.L accept this cancellation without any fee with a tolerance of 1 participants

for 15 paying participants. Beyond this tolerance, for any staff cuts that occurs :

- from 29 to 15 days of the date of arrival : 50% of the deposit per missing participants will be required as a cancellation fee
- from 14 to 8 days of the date of arrival: 75% of the deposit per missing participants will be required as a cancellation fee
  7 days and less before the arrival: 100% of the deposit per missing participants will be required as a cancellation fee

If the size of the group falls by 10 % or more, VACANCES ACTIVES LINGUISTIQUES / V.A.L. reserves the right to reconsider the price agreed during the confirmation of the stay according to the number of cancellations which the contracting party will beforehand have indicated by post or e-mail. On the contrary, if the size of the group increases after the price was set, VACANCES ACTIVES LINGUISTIQUES / V.A.L. will accept new participants subjected to availability.

# 5.6- Reduction of the length of stay of the group

Any request of reduction of the length of stay of a group is subjected to the agreement of , VACANCES ACTIVES LINGUISTIQUES / V.A.L. If the request for reduction occurs from 29 to 7 days before the date of arrival of the group will entail a 75€ fee by participant. If the request for reduction occurs less than 7 days before the arrival of the group, there will be no refund from VACANCES ACTIVES LINGUISTIQUES / V.A.L.

# Article 6 - Order tracking

For any information or question, we are at your disposal at the following telephone numbers: 33 (0) 1 43 84 46 75 or 33 6 61 93 09 73 or by e-mail: contact@vacances-actives-linguistiques. com or valerie@vacances-actives-linguistiques. com.

# Article 7 - Schedules of arrival

In case VACANCES ACTIVES LINGUISTIQUES/V.A.L.. would not have been requested to assure the routing towards France, the schedules of welcome of the groups will not cause additional meal if the arrival intervenes before 6 pm or the departure before 11 am. The participants will take care of their meal in the daytime of arrival and departure by themselves.

Late arrival: in case of late arrival (important delay of the flight for instance) the sending organisation will support altogether the cost of the services reserved by him/them but not consumed because of the delay.

# Article 8 – Dislodgement

In case of absolute necessity or because of exceptional circumstances, VACANCES ACTIVES LINGUISTIQUES/V.A.L can be obliged to move the whole group or a part of the group in a



different accommodation but with similar quality without supplement nor discount on the price.

#### Article 9 - Behavior

**VACANCES ACTIVES LINGUISTIQUES/V.A.L** reserves the right to expel a participant in case of inappropriate behavior (theft, consumption of alcohol or drugs, incorrect behavior). In case of early return for personal or disciplinary reasons, no refund will be made.

#### Article 10 - Administrative questions

10.1 — Insurance and medical care: VACANCES ACTIVES LINGUISTIQUES/V.A.L is covered by an public and legal liability, professional liability and exploitation insurance contract. (HISCOX HSXPM310007501 and GROUPAMA 4000715625/0). Participants are covered by a public and legal liability during their stay with VACANCES ACTIVES LINGUISTIQUES/V.A.L. The participants from the EU countires have to bring their European Insurance Card to be paid medical expenses off, if needed. Participants are not insured by VACANCES ACTIVES LINGUISTIQUES/V.A.L for theft of loss of their personal belongings.

10.2 - Visa: the European citizens do not need a visa to participate to a stay in France. Non European citizens have to contact the French Consulate or Embassy in their home country to obtain a visa and inquire about the formalities of entry permits in France. In case of visa refusal, the deposit will be refunded provided that a written evidence proving the refusal of the visa and received at least 15 days before the arrival of the group. According to the date of notification of the visa refusal by VACANCES ACTIVES LINGUISTIQUES/V.A.L., fees will be retaind (see #5)

# Article 11 - Non-solicitation agreement

The contracting part commits themselves not to book directly hotels, companies of buses and local guides supplied by VACANCES ACTIVES LINGUISTIQUES/V.A.L. during a period of two years following the stay but to reserve them directly through VACANCES ACTIVES LINGUISTIQUES/V.A.L.

# Article 12 - applicable right - Litigation

In case of litigation, only the French law is applicable. The parts make first of all a commitment to try to settle any amicable disagreement. If a written agreement is not found, the Court of

| justice of Bobigny (Fran  | nce) will judge. The sales of services  |
|---------------------------|---|
| described in the submitte | d and agreed quote are subjected to the |
| French law.               |   |
|                           |   |
| I, undersigned,           |   |
| acknowledge having read   | d the present booking terms and sale:   |
| •                         | S ACTIVES LINGUISTIQUES/V.A.L and       |
| accept them.              |   |
| decept them.              |   |
|                           |   |
| Date                      |   |
| Date                      | Cincature and starre                    |
|                           | Signature and stamp                     |