



Terms and Conditions

SPECIAL CONDITIONS

1. The terms and conditions of sale are those set out in Articles R211-3 to R211-11 of the Tourism Code, which lay down the conditions for carrying out activities relating to the organization and sale of trips or stays. Absolu Voyages SAS is registered with Atout France under number 038120004 and is a member of the APST, which provides its financial guarantee. Absolu Voyages SAS is covered by professional liability insurance with Generali.

2. Price: The customer expressly acknowledges that they have taken into account the information relating to the trips they have chosen, thanks to the documentation and/or brochures (in paper or electronic format) provided to them prior to the invoice being issued. For any details concerning the trip, the customer is therefore referred to the information contained in the documentation and/or brochures. We systematically mention the services included and not included in our proposals. Unless otherwise stated in writing by us, the costs of vaccinations, visas, drinks, airport taxes, entrance fees to museums and tourist sites, as well as personal expenses are not included in our prices.

Car rentals: additional services (optional insurance, baby seats, etc.) or fees (traffic tickets) are not included in our rates.

Children: The age indicated for discounts is based on the date of return. Any false declaration will result in the immediate collection of the full fare. Please note: triple rooms are often double rooms with an extra bed. Airlines do not allocate seats to children under 2 years of age and may require two children aged between 2 and 12 years to share a seat.

Absolu Voyages SAS reserves the right to modify its prices upwards or downwards up to 30 days before departure, in order to take into account, in particular, variations in the cost of transport or exchange rates, in the event of changes in fees and taxes relating to the services offered, such as landing and boarding or disembarkation taxes at ports and airports.

3. Responsibilities Absolu Voyages SAS, acting as a tour operator, is required to select various service providers (transport companies, hotels, etc.) for the execution of its programs. Our safety requirements, which take precedence above all else, may sometimes lead to certain changes in flight schedules. In this case, we will do our utmost to obtain hotel accommodation for passengers from the carrier. We cannot be held responsible for changes to schedules or itineraries, or changes to the airport of departure and/or return caused by external events such as air traffic congestion, strikes, bad weather, technical incidents, etc.

Any delays incurred shall not give rise to any compensation whatsoever, in particular due to changes to the duration of the program initially planned or delays to connections. We advise you to allow for a connection time of at least four hours. Any costs (taxi, pre-transport, hotel, etc.) not invoiced by Absolu Voyages SAS shall be borne by you.

Under no circumstances can Absolu Voyages SAS be held liable for circumstances of force majeure, for third parties not involved in the provision of the services specified in the contract, or for the poor performance of the contract attributable to the customer. Absolu Voyages SAS can never be held liable for indirect damages.

In any event, Absolu Voyages shall not be held liable for services that the customer did not purchase directly from Absolu Voyages SAS when booking their package tour.

Any failure in the performance of the contract, noted on site, must be reported and justified within a maximum period of one month after the date of return from the trip, by registered letter with acknowledgment of receipt. We ask you to enclose the original supporting documents or the written report from our service provider so that we can conduct our investigation.

4. Formalities: We will provide you with information regarding the formalities (visas, authorization to leave the country, documents to be produced, etc.) and vaccinations required for your trip. It is the customer's responsibility to ensure that the persons listed on their registration form comply with the police, customs, and health formalities that have been indicated to them for the trip. Please note: identity cards that have expired within the last 5 years remain valid in France, but do not allow you to cross borders on the trips we organize. Passengers who are unable to board a flight or successfully complete the customs and health formalities of a country will not be entitled to any refund. Detailed information is available at http://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs_909/index.html.

5. Payment terms: Registration is completed by paying a deposit, the amount of which is indicated on the registration form. This is generally 30% of the total cost of the trip, or 100% of the cost of transport (if non-refundable) + 30% of the cost of land services. The balance must be paid 40 days before the departure date, without reminder from us. This deposit must be enclosed with your registration form. If you register less than 40 days before the departure date, the full amount must be paid at the time of registration.

Vacation vouchers are accepted for services provided within the European Union. If the payment exceeds the order amount, the difference will remain as a non-refundable credit, even in the event of cancellation.

6. Changes/Cancellations: Any cancellation (or change made less than 60 days before the departure date, which is considered a cancellation) must be confirmed to us either by registered letter with acknowledgment of receipt (the date of receipt at our offices serving as proof) or by email (our acknowledgment of receipt serving as proof).

If optional insurance has been taken out with Absolu Voyages – Randocheval, if you make a change, the insurance will have to be taken out again. If you cancel, the insurance will not be refundable.

Compensation, remunerating the loss suffered by the agency, will be charged in the event of cancellation of stays and trips by the traveler. This compensation is payable per person as follows:

Land services

Up to 61 days before departure: cancellation fee of 30% of the price of land services.

From 60 to 31 days before departure: cancellation fee of 50% of the price of land services.

30 days or less before departure: cancellation fee of 100% of the price of the trip.

Air/rail services

Unless otherwise specified at the time of booking, for any cancellation between confirmation of the booking and departure: compensation of 100% of the price of the confirmed services, less 80% of the amount of air taxes for unused tickets as itemized and displayed as such on the ticket price, excluding fuel and security surcharges.

7. In the event of a dispute. After contacting Customer Services and in the absence of a satisfactory response within 60 days, the customer may refer the matter to the Tourism and Travel Mediator, whose contact details and referral procedures are available at www.mtv.travel.

8. Remarks

- Any services not used by the traveler are not eligible for reimbursement.
- The riding level you provide us with prior to your registration, as well as your personal details (height, weight, health information) are contractual elements: our local guide reserves the right to refuse on site any person whose level or abilities differ from those validated on the registration form and who would be incompatible with the smooth running of the program. In this case, the customer will not be entitled to any compensation.
- Lifestyles and standards of living/services: lifestyles and standards of living, as well as conditions and levels of service in the countries visited, may differ from or be lower than those to which the customer is accustomed. The customer understands and accepts the potential disadvantages and consequences. For example, the uncertain economic and health conditions in certain regions may affect the quality of services (presence of insects in establishments, water and/or electricity cuts, supply problems, etc.). Some countries may not be equipped to deal with exceptional weather events.
- Photos may be taken or films shot during your trip. Unless you indicate otherwise in writing at the time of registration, your registration implies your agreement to appear in photos or films that may subsequently be used to illustrate our programs and activities, without this giving rise to any compensation or damages.
- Prices are calculated based on the number of nights. You may therefore be deprived of a few hours of your stay on arrival and/or departure, either due to flight schedules or hotel practices regarding room availability, without being entitled to compensation. Meals not provided cannot be refunded, and any additional meals will be at your expense.
- We reserve the right to substitute, at the last minute, due to occupancy, safety, or weather conditions, transportation by special flight with a regular flight (or vice versa) to the same country on the same dates, without this being considered a breach of contract giving rise to compensation.

- An insufficient number of participants is a valid reason for cancellation. You will be informed of this at least 21 days before departure (7 days for weekends).
- All passengers must be present for baggage check-in with the airline. It is mandatory to reconfirm your return flight at least 72 hours before your return. Failure to comply with this procedure may result in the cancellation of your return ticket, without entitlement to compensation.
- Telemarketing: consumers who do not wish to receive commercial solicitations by telephone can register free of charge on a telemarketing opt-out list.
- No insurance or repatriation assistance is included in the trips offered, but customers can take out optional insurance covering repatriation assistance and the consequences of cancellation. However, the customer must check that they are not already adequately insured for illness and repatriation assistance for themselves and other participants in the trip, as well as in the event of an incident involving their relatives, whether or not they are participating in the trip.
- The information collected is subject to computer processing in order to respond to your request. Your personal data is processed in accordance with the French Data Protection Act of January 6, 1978. This data is intended for Absolu Voyages and its partners and may be transferred to third parties. You have the right to access, rectify, or object to the use of your personal data at any time by contacting Absolu Voyages sas by mail or email (providing your full name, address, and email address).

GENERAL TERMS AND CONDITIONS

This English translation is provided for convenience only, the French original text (provided at the end of this page – [click here](#)) applies.

The provisions of Articles R211-3 to R211-11 of the Tourism Code do not apply to reservations or sales of transportation tickets that are not part of a tourist package.

The brochure, quote, proposal, and program provided by the organizer constitute the preliminary information referred to in Article R211-6 of the Tourism Code. Therefore, unless otherwise specified on the registration form, the characteristics, specific conditions, and price of the trip as indicated in the brochure, quote, and proposal provided by the organizer shall be contractual upon signature of the registration form. In the absence of a brochure, quote, program, and proposal, this document constitutes, prior to its signature by the purchaser, the preliminary information referred to in Article R211-6 of the Tourism Code.

Excerpt from the French Tourism Code

Article R211-3 – Subject to the exclusions provided for in the third and fourth paragraphs of Article L. 211-7, any offer and sale of travel or holiday services shall give rise to the provision of appropriate documents that comply with the rules defined in this section. In the case of the sale of air tickets or tickets for regular transport services not accompanied by services related to such transport, the seller shall issue the buyer with one or more tickets for the entire journey, issued by the carrier or under its 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 billing of the various elements of the same tourist package does not exempt the seller from the obligations imposed on him by the regulatory provisions of this section.

Art. R211-3-1. The exchange of pre-contractual information or the provision of contractual terms and conditions shall be carried out in writing. This may be done electronically under the conditions of validity and exercise provided for in Articles 1125 to 1127-6, 1176, and 1177 of the Civil Code. The name or business name and address of the seller shall be mentioned, as well as an indication of its registration in the register provided for in Article L. 141-3(a) or, where applicable, the name, address, and indication of the registration of the federation or union mentioned in the second paragraph of Article R. 211-2.

Art. R211-4 – Prior to the conclusion of the contract, the seller must provide the consumer with 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 transportation used; 2° The type of accommodation, its location, its level of comfort and its main characteristics, its approval and its tourist classification in accordance with the regulations or customs of the host country; 3° The catering services offered; 4° The description of the itinerary in the case of a tour; 5° The administrative and health formalities to be completed by nationals or citizens of another European Union member state or a state party to the Agreement on the European Economic Area, particularly when crossing borders, as well as the time required to complete them; 6° Visits, excursions, and other services included in the package or available at an additional cost; 7° The minimum or maximum size of the group required for the trip or stay to take place and, if the trip or stay 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 may not be set less than twenty-one days before departure; 8° The amount or percentage of the price to be paid as a deposit upon conclusion of the contract, as well as the schedule for payment of the balance; 9° The price revision terms as provided for in the contract in accordance with Article R. 211-8; 10° The contractual cancellation conditions; 11° The cancellation conditions defined in Articles R. 211-9, R. 211-10, and R. 211-11; 12° Information concerning the optional subscription to an insurance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain specific risks, in particular repatriation costs in the event of accident or illness; 13° Where the contract includes air transport services, the information provided for in Articles R. 211-15 to R. 211-18 for each flight segment.

Article R211-5. The prior information provided to the consumer is binding on the seller, unless the seller has expressly reserved the right to modify certain elements thereof. In this case, the seller must clearly indicate the extent to which this modification may occur and on which elements. In any event, modifications to the prior information must be communicated to the consumer before the contract is concluded.

Article R211-6. The contract concluded between the seller and the buyer must be in writing, drawn up in duplicate, one copy of which is given to the buyer, and signed by both parties. When the contract is concluded electronically, Articles 1125 to 1127-6, 1176, and 1177 of the Civil Code shall apply. The contract must include the following clauses: 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 case of a split stay, the different periods and their dates; 3° The means, characteristics, and categories of transport used, the dates and places of departure and return; 4° The type of accommodation, its location, its level of comfort and its main characteristics, and its tourist classification in accordance with the regulations or

customs of the host country; 5° The catering services offered; 6° The itinerary in the case of a tour; 7° Visits, excursions, or other services included in the total price of the trip or stay; 8° The total price of the services invoiced and an indication of any possible revision of this invoice in accordance with the provisions of Article R. 211-8; 9° An indication, where applicable, of any fees or taxes relating to certain services, such as landing, disembarkation, or embarkation taxes at ports and airports, and tourist taxes when these 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 be less than 30% of the price of the trip or stay and must be made upon delivery of the documents enabling the trip or stay to take place; 11° Any special conditions requested by the buyer and accepted by the seller; 12° The terms and conditions under which the buyer may submit a complaint to the seller for non-performance or poor performance of the contract, which must be sent as soon as possible, by any means that provides the seller with proof of receipt, and, where applicable, reported in writing to the trip 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 cases where the trip or stay is subject to a minimum number of participants, in accordance with the provisions of 7° of Article R. 211-4; 14° The contractual cancellation conditions; 15° The cancellation conditions provided for in Articles R. 211-9, R. 211-10, and R. 211-11; 16° Details concerning the risks covered and the amount of coverage under the insurance contract covering the consequences of the seller's professional civil liability; 17° Information 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 information 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 provide the buyer with a document specifying at least the risks covered and the risks excluded; 18° The deadline for informing the seller in the event of transfer of the contract by the buyer; 19° The undertaking to provide the buyer, at least ten days before the date scheduled for his departure, with the following information: a) The name, address, and telephone number of the seller's local representative or, failing that, the names, addresses, and telephone numbers of local organizations that can assist the consumer in case of difficulty or, failing that, the telephone number that can be used to contact the seller in an emergency; b) For trips and stays abroad involving minors, a telephone number and address enabling direct contact with the child or the person responsible for the child's stay; 20° The clause providing for cancellation and reimbursement without penalty of the sums paid by the purchaser in the event of failure to comply with the information obligation provided for in 13° of Article R. 211-4; 21° The commitment to provide the purchaser, in good time before the start of the trip or stay, with the departure and arrival times.

Art. R211-7 – The purchaser may transfer their contract to a transferee who meets the same conditions as them for the trip or stay, as long as this contract has not yet taken effect. Unless otherwise stipulated in favor of the transferor, the latter is required to inform the seller of their decision by any means that provides proof of receipt no later than seven days before the start of the trip. In the case of a cruise, this period is extended to fifteen days. This transfer is not subject, under any circumstances, to prior authorization by the seller.

Art. R211-8 – Where the contract includes an express possibility of price revision, within the limits provided for in Article L. 211-12, it must specify the precise methods of calculation, both upward and downward, of price variations, and in particular the amount of transport costs and related taxes, the currency or currencies that may affect the price of the trip or stay, the part of

the price to which the variation applies, and the exchange rate of the currency or currencies used as a reference when establishing the price appearing in the contract.

Art. R211-9 – Where, prior to the buyer’s departure, the seller is forced to make a change to one of the essential elements of the contract, such as a significant increase in price, and where the seller fails to comply with the information obligation referred to in 13° of Article R. 211-4, the buyer may, without prejudice to any claims for compensation for damages that may have been incurred, and after having been informed by the seller by any means that provides proof of receipt: -either terminate the contract and obtain immediate reimbursement of the sums paid without penalty; -or accept the modification or substitute trip proposed by the seller; an amendment to the contract specifying the modifications 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 refunded to him before the date of his departure.

Art. R211-10 – In the case provided for in Article L. 211-14, when, before the buyer’s departure, the seller cancels the trip or stay, they must inform the buyer by any means that provides proof of receipt; the buyer, without prejudice to any claims for compensation for damages that may have been suffered, shall obtain from the seller the immediate refund, without penalty, of the sums paid; in this case, the buyer shall receive compensation at least equal to the penalty he would have incurred if the cancellation had been made by him on that date. The provisions of this article shall in no way prevent the conclusion of an amicable agreement whereby the buyer accepts a substitute trip or stay proposed by the seller.

Art. R211-11 – When, after the buyer’s departure, the seller is unable to provide a significant portion of the services provided for in the contract, representing a significant percentage of the price paid by the buyer, the seller must immediately take the following measures, without prejudice to any claims for compensation for damages that may have been incurred: -either offer services to replace the services provided for, bearing any additional costs, and, if the services accepted by the buyer are of inferior quality, the seller must reimburse the buyer for the difference in price upon his return; -or, if it cannot offer any replacement services or if these are refused by the buyer for valid reasons, provide the buyer, at no extra cost, with transport tickets to ensure their return in conditions that can be considered equivalent to the place of departure or to another place accepted by both parties. The provisions of this article are applicable in the event of non-compliance with the obligation provided for in 13° of Article R. 211-4.

CONDITIONS GENERALES – FRENCH ORIGINAL TEXT OF THE LAW

This original French text Law applies to the sale contract. An English translation is provided for convenience only – [click here](#).

Les dispositions des articles R211-3 à R211-11 du Code du Tourisme ne sont pas applicables pour les opérations de réservations ou de vente des titres de transport n’entrant pas dans le cadre d’un forfait touristique.

La brochure, le devis, la proposition, le programme de l’organisateur constituent l’information préalable visée par l’article R211-6 du Code du Tourisme. Dès lors, à défaut de disposition contraire figurant sur le bulletin d’inscription, les caractéristiques, conditions particulières et

prix du voyage tel qu'indiqués dans la brochure, le devis, la proposition de l'organisateur, seront contractuels dès la signature du bulletin d'inscription. En l'absence de brochure, de devis, programme et proposition, le présent document constitue, avant sa signature par l'acheteur, l'information préalable visée par l'article R211-6 du Code du Tourisme.

Extrait du Code du Tourisme

Article R211-3 – Sous réserve des exclusions prévues aux troisième et quatrième alinéas de l'article L. 211-7, toute offre et toute vente de prestations de voyages ou de séjours donnent lieu à la remise de documents appropriés qui répondent aux règles définies par la présente section. En cas de vente de titres de transport aérien ou de titres de transport sur ligne régulière non accompagnée de prestations liées à ces transports, le vendeur délivre à l'acheteur un ou plusieurs billets de passage pour la totalité du voyage, émis par le transporteur ou sous sa responsabilité. Dans le cas de transport à la demande, le nom et l'adresse du transporteur, pour le compte duquel les billets sont émis, doivent être mentionnés. La facturation séparée des divers éléments d'un même forfait touristique ne soustrait pas le vendeur aux obligations qui lui sont faites par les dispositions réglementaires de la présente section.

Art. R211-3-1. L'échange d'informations précontractuelles ou la mise à disposition des conditions contractuelles est effectué par écrit. Ils peuvent se faire par voie électronique dans les conditions de validité et d'exercice prévues aux articles 1125 à 1127-6, 1176 et 1177 du code civil. Sont mentionnés le nom ou la raison sociale et l'adresse du vendeur ainsi que l'indication de son immatriculation au registre prévu au a de l'article L. 141-3 ou, le cas échéant, le nom, l'adresse et l'indication de l'immatriculation de la fédération ou de l'union mentionnées au deuxième alinéa de l'article R. 211-2.

Art. R211-4 – Préalablement à la conclusion du contrat, le vendeur doit communiquer au consommateur les informations sur les prix, les dates et les autres éléments constitutifs des prestations fournies à l'occasion du voyage ou du séjour tels que : 1° La destination, les moyens, les caractéristiques et les catégories de transports utilisés ; 2° Le mode d'hébergement, sa situation, son niveau de confort et ses principales caractéristiques, son homologation et son classement touristique correspondant à la réglementation ou aux usages du pays d'accueil ; 3° Les prestations de restauration proposées ; 4° La description de l'itinéraire lorsqu'il s'agit d'un circuit ; 5° Les formalités administratives et sanitaires à accomplir par les nationaux ou par les ressortissants d'un autre Etat membre de l'Union européenne ou d'un Etat partie à l'accord sur l'Espace économique européen en cas, notamment, de franchissement des frontières ainsi que leurs délais d'accomplissement ; 6° Les visites, excursions et les autres services inclus dans le forfait ou éventuellement disponibles moyennant un supplément de prix ; 7° La taille minimale ou maximale du groupe permettant la réalisation du voyage ou du séjour ainsi que, si la réalisation du voyage ou du séjour est subordonnée à un nombre minimal de participants, la date limite d'information du consommateur en cas d'annulation du voyage ou du séjour ; cette date ne peut être fixée à moins de vingt et un jours avant le départ ; 8° Le montant ou le pourcentage du prix à verser à titre d'acompte à la conclusion du contrat ainsi que le calendrier de paiement du solde ; 9° Les modalités de révision des prix telles que prévues par le contrat en application de l'article R. 211-8 ; 10° Les conditions d'annulation de nature contractuelle ; 11° Les conditions d'annulation définies aux articles R. 211-9, R. 211-10 et R. 211-11 ; 12° L'information concernant la souscription facultative d'un contrat d'assurance couvrant les conséquences de certains cas d'annulation ou d'un contrat d'assistance couvrant certains risques particuliers, notamment les frais de rapatriement en cas d'accident ou de maladie ; 13°

Lorsque le contrat comporte des prestations de transport aérien, l'information, pour chaque tronçon de vol, prévue aux articles R. 211-15 à R. 211-18.

Article R211-5. L'information préalable faite au consommateur engage le vendeur, à moins que dans celle-ci le vendeur ne se soit réservé expressément le droit d'en modifier certains éléments. Le vendeur doit, dans ce cas, indiquer clairement dans quelle mesure cette modification peut intervenir et sur quel éléments. En tout état de cause, les modifications apportées à l'information préalable doivent être communiquées au consommateur avant la conclusion du contrat.

Article R211-6. Le contrat conclu entre le vendeur et l'acheteur doit être écrit, établi en double exemplaire dont l'un est remis à l'acheteur, et signé par les deux parties. Lorsque le contrat est conclu par voie électronique, il est fait application des articles 1125 à 1127-6, 1176 et 1177 du code civil. Le contrat doit comporter les clauses suivantes : 1° Le nom et l'adresse du vendeur, de son garant et de son assureur ainsi que le nom et l'adresse de l'organisateur ; 2° La destination ou les destinations du voyage et, en cas de séjour fractionné, les différentes périodes et leurs dates ; 3° Les moyens, les caractéristiques et les catégories des transports utilisés, les dates et lieux de départ et de retour ; 4° Le mode d'hébergement, sa situation, son niveau de confort et ses principales caractéristiques et son classement touristique en vertu des réglementations ou des usages du pays d'accueil ; 5° Les prestations de restauration proposées ; 6° L'itinéraire lorsqu'il s'agit d'un circuit ; 7° Les visites, les excursions ou autres services inclus dans le prix total du voyage ou du séjour ; 8° Le prix total des prestations facturées ainsi que l'indication de toute révision éventuelle de cette facturation en vertu des dispositions de l'article R. 211-8 ; 9° L'indication, s'il y a lieu, des redevances ou taxes afférentes à certains services telles que taxes d'atterrissage, de débarquement ou d'embarquement dans les ports et aéroports, taxes de séjour lorsqu'elles ne sont pas incluses dans le prix de la ou des prestations fournies ; 10° Le calendrier et les modalités de paiement du prix ; le dernier versement effectué par l'acheteur ne peut être inférieur à 30 % du prix du voyage ou du séjour et doit être effectué lors de la remise des documents permettant de réaliser le voyage ou le séjour ; 11° Les conditions particulières demandées par l'acheteur et acceptées par le vendeur ; 12° Les modalités selon lesquelles l'acheteur peut saisir le vendeur d'une réclamation pour inexécution ou mauvaise exécution du contrat, réclamation qui doit être adressée dans les meilleurs délais, par tout moyen permettant d'en obtenir un accusé de réception au vendeur, et, le cas échéant, signalée par écrit, à l'organisateur du voyage et au prestataire de services concernés ; 13° La date limite d'information de l'acheteur en cas d'annulation du voyage ou du séjour par le vendeur dans le cas où la réalisation du voyage ou du séjour est liée à un nombre minimal de participants, conformément aux dispositions du 7° de l'article R. 211-4 ; 14° Les conditions d'annulation de nature contractuelle ; 15° Les conditions d'annulation prévues aux articles R. 211-9, R. 211-10 et R. 211-11 ; 16° Les précisions concernant les risques couverts et le montant des garanties au titre du contrat d'assurance couvrant les conséquences de la responsabilité civile professionnelle du vendeur ; 17° Les indications concernant le contrat d'assurance couvrant les conséquences de certains cas d'annulation souscrit par l'acheteur (numéro de police et nom de l'assureur) ainsi que celles concernant le contrat d'assistance couvrant certains risques particuliers, notamment les frais de rapatriement en cas d'accident ou de maladie ; dans ce cas, le vendeur doit remettre à l'acheteur un document précisant au minimum les risques couverts et les risques exclus ; 18° La date limite d'information du vendeur en cas de cession du contrat par l'acheteur ; 19° L'engagement de fournir à l'acheteur, au moins dix jours avant la date prévue pour son départ, les informations suivantes : a) Le nom, l'adresse et le

numéro de téléphone de la représentation locale du vendeur ou, à défaut, les noms, adresses et numéros de téléphone des organismes locaux susceptibles d'aider le consommateur en cas de difficulté ou, à défaut, le numéro d'appel permettant d'établir de toute urgence un contact avec le vendeur ; b) Pour les voyages et séjours de mineurs à l'étranger, un numéro de téléphone et une adresse permettant d'établir un contact direct avec l'enfant ou le responsable sur place de son séjour ; 20° La clause de résiliation et de remboursement sans pénalités des sommes versées par l'acheteur en cas de non-respect de l'obligation d'information prévue au 13° de l'article R. 211-4 ; 21° L'engagement de fournir à l'acheteur, en temps voulu avant le début du voyage ou du séjour, les heures de départ et d'arrivée.

Art. R211-7 – L'acheteur peut céder son contrat à un cessionnaire qui remplit les mêmes conditions que lui pour effectuer le voyage ou le séjour, tant que ce contrat n'a produit aucun effet. Sauf stipulation plus favorable au cédant, celui-ci est tenu d'informer le vendeur de sa décision par tout moyen permettant d'en obtenir un accusé de réception au plus tard sept jours avant le début du voyage. Lorsqu'il s'agit d'une croisière, ce délai est porté à quinze jours. Cette cession n'est soumise, en aucun cas, à une autorisation préalable du vendeur.

Art. R211-8 – Lorsque le contrat comporte une possibilité expresse de révision du prix, dans les limites prévues à l'article L. 211-12, il doit mentionner les modalités précises de calcul, tant à la hausse qu'à la baisse, des variations des prix, et notamment le montant des frais de transport et taxes y afférentes, la ou les devises qui peuvent avoir une incidence sur le prix du voyage ou du séjour, la part du prix à laquelle s'applique la variation, le cours de la ou des devises retenu comme référence lors de l'établissement du prix figurant au contrat.

Art. R211-9 – Lorsque, avant le départ de l'acheteur, le vendeur se trouve contraint d'apporter une modification à l'un des éléments essentiels du contrat telle qu'une hausse significative du prix et lorsqu'il méconnaît l'obligation d'information mentionnée au 13° de l'article R. 211-4, l'acheteur peut, sans préjuger des recours en réparation pour dommages éventuellement subis, et après en avoir été informé par le vendeur par tout moyen permettant d'en obtenir un accusé de réception : -soit résilier son contrat et obtenir sans pénalité le remboursement immédiat des sommes versées ; -soit accepter la modification ou le voyage de substitution proposé par le vendeur ; un avenant au contrat précisant les modifications apportées est alors signé par les parties ; toute diminution de prix vient en déduction des sommes restant éventuellement dues par l'acheteur et, si le paiement déjà effectué par ce dernier excède le prix de la prestation modifiée, le trop-perçu doit lui être restitué avant la date de son départ.

Art. R211-10 – Dans le cas prévu à l'article L. 211-14, lorsque, avant le départ de l'acheteur, le vendeur annule le voyage ou le séjour, il doit informer l'acheteur par tout moyen permettant d'en obtenir un accusé de réception ; l'acheteur, sans préjuger des recours en réparation des dommages éventuellement subis, obtient auprès du vendeur le remboursement immédiat et sans pénalité des sommes versées ; l'acheteur reçoit, dans ce cas, une indemnité au moins égale à la pénalité qu'il aurait supportée si l'annulation était intervenue de son fait à cette date. Les dispositions du présent article ne font en aucun cas obstacle à la conclusion d'un accord amiable ayant pour objet l'acceptation, par l'acheteur, d'un voyage ou séjour de substitution proposé par le vendeur.

Art. R211-11 – Lorsque, après le départ de l'acheteur, le vendeur se trouve dans l'impossibilité de fournir une part prépondérante des services prévus au contrat représentant un pourcentage non négligeable du prix honoré par l'acheteur, le vendeur doit immédiatement prendre les

dispositions suivantes sans préjuger des recours en réparation pour dommages éventuellement subis : -soit proposer des prestations en remplacement des prestations prévues en supportant éventuellement tout supplément de prix et, si les prestations acceptées par l'acheteur sont de qualité inférieure, le vendeur doit lui rembourser, dès son retour, la différence de prix ; -soit, s'il ne peut proposer aucune prestation de remplacement ou si celles-ci sont refusées par l'acheteur pour des motifs valables, fournir à l'acheteur, sans supplément de prix, des titres de transport pour assurer son retour dans des conditions pouvant être jugées équivalentes vers le lieu de départ ou vers un autre lieu accepté par les deux parties. Les dispositions du présent article sont applicables en cas de non-respect de l'obligation prévue au 13° de l'article R. 211-4.