

## General Terms & Conditions of Sale

*Last update: 1 October 2021*

### **Important notice**

These General Terms and Conditions of Sale (General T&Cs) are an integral part of the Contract between CDP and the Traveller. The Particular Terms and Conditions of Sale (Particular T&Cs) – which are specific to each Cruise season or to the MS *Paul Gauguin* – may take precedence over these Terms and Conditions of Sale. In any case, the provisions on the Cruise Ticket and the Passenger Ticket take precedence over the General Terms and Conditions and Particular Terms and Conditions of Sale. This set of contractual documents constitutes the Contract between CDP and the Traveller.

In the event that a provision in these General Terms and Conditions of Sale and/or in the Contract breaches a mandatory legal provision, and/or is deemed invalid, such invalidity shall not affect the validity of the other clauses. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of personal data, the Traveller has the right to access, correct, delete, port, contest and limit data processing, and to not be subject to an automatic individual decision, including profiling, for nominative information about them that Compagnie du Ponant, as the Data Controller, may notably collect for business purposes and to provide services. To find out more about or exercise their personal data rights, the Traveller can contact the Data Protection Officer ([vieprivee@ponant.com](mailto:vieprivee@ponant.com)) or see the Compagnie du Ponant Personal Data Protection Policy at [au.ponant.com](http://au.ponant.com).

### **1. Definitions**

1.1 **“Tickets”**: Means either Transport Tickets, Cruise Tickets and/or Airline Tickets.

1.2 **“Airline Ticket”**: Document containing the terms of the air transport contract under which the Air Carrier undertakes to carry the Traveller between the airports mentioned.

1.3 **“Cruise Ticket”**: Document containing the terms of the cruise contract under which the Cruise Organiser undertakes to have the Traveller carried by the Maritime Carrier and to provide them with the services mentioned on the Cruise Ticket. The Cruise Ticket issued to the Traveller is governed by the general terms of the Cruise Ticket.

1.4 **“Passenger Ticket”**: Document containing the terms of the Passenger contract under which the Maritime Carrier undertakes to carry the Traveller between the ports mentioned. The Passenger Ticket issued to the Traveller is governed by the general terms of the Passenger Ticket.

1.5 **“CDP”**: Compagnie du Ponant, a simplified joint-stock company headquartered at 408, avenue du Prado 13008 MARSEILLE, France with capital of €3,644,607, registered in the MARSEILLE Trade and Companies Register with No. 344 497 011, State Licence No. 013.06.0005, member of the S.N.A.V. and registered with ATOUT France under No. IMO13120040. Its financial security is provided by APST, 15 avenue Carnot, 75017 Paris, France. Compagnie du Ponant is insured with Generali Assurance IARD – 7 boulevard Haussmann – 75456 PARIS Cedex 09, France, under Professional Indemnity contract No. AA714708.

1.6 **“Acceptance of the Contract”**: Means the moment when the Contract begins between the Traveller(s) and CDP, that is, when the latter confirms the Traveller reservation.

1.7 **“General Terms and Conditions of Sale” or “General T&Cs”**: The provisions of this document.

1.8 **“Particular Terms and Conditions of Sale” or “Particular T&Cs”**: Contract terms that apply to the Contract and are specific to each Cruise season.

1.9 **“Contract”**: All the respective obligations of CDP and the Traveller as set out on the invoice and Tickets, as well as in the General T&Cs and Particular T&Cs.

1.10 **“Cruise”**: Maritime tour as described in the Sales Brochure and/or on the CDP website and on the Cruise Ticket.

1.11 **“Expedition Cruise”**: Cruise during which exploratory excursions in inflatable boats are planned and accompanied by naturalist guides.

1.12 **“Pre-Booked Excursion and/or extension”**: Services including Transfers, sight-seeing trips and ground services before, during and/or after the Cruise.

1.13 **“Package”**: means the combination of a Cruise and a flight, and/or a Transfer, and/or Pre and Post-Cruise Services, and/or Pre-Booked Excursions/Extensions, and/or any other tourist service booked at the Acceptance of the



Contract. This does not include excursions on land that have not been booked at the same time as the Cruise itself, or services offered on board the ship.

1.14 **“Cruise Organiser”**: Natural person or company that undertakes to have Travellers carried by the Maritime Carrier and provide them with the services mentioned on the Cruise Ticket, and whose letterhead appears on the Cruise Ticket.

1.15 **“Disabled Person” or “Person with Reduced Mobility”**: Any person who is limited in their activities or restricted in their participation in the agreed Services due to a substantial deterioration of one or more physical, sensory, mental, cognitive or psychological functions, to multiple disabilities or to a disabling health problem.

1.16 **“Service”**: Means any Cruise, Package, flight, Transfer, Pre- or Post-Cruise Service, Pre-Booked Excursion/Extension and any tourist service booked at the Acceptance of the Contract.

1.17 **“Price”**: Total cost of Services booked by the Traveller.

1.18 **“Pre- and Post-Cruise Services”**: Services including Transfers, sight-seeing trips and ground services before, and/or after the Cruise, as mentioned in the Contract.

1.19 **“Transfer”**: Operation involving transporting Travellers between the embarkation port and/or the disembarkation port and a meeting point set by CDP (airport, hotel, train station, etc.).

1.20 **“Maritime Carrier”**: Natural person or company that operates the ship carrying Travellers, and whose letterhead appears on the Passenger Ticket.

1.21 **“Air Carrier”**: Company that undertakes to carry Travellers by air and whose letterhead appears on the Airline Ticket.

1.22 **“Seller”**: Natural or legal person who has sold the Services included in the Contract direct to Travellers.

1.23 **“Travellers”**: Any person named at the time of booking/the Acceptance of the Contract and appearing on the invoice and/or on the Tickets issued by CDP or by the Seller.

## **2. Acceptance and application of the General Terms and Conditions**

2.1 The Acceptance of the Contract constitutes the Traveller’s unreserved acceptance of all these General T&Cs and Particular T&Cs, as well as the clauses and terms of the Passenger Ticket and Cruise Ticket.

## **3. Applicable text**

3.1 Where CDP acts as Maritime Carrier, the contractual relations between CDP and the Traveller are governed by the Passenger Ticket and by the provisions of the French Transport Code, particularly Articles L 5420-1 to L 5421-12, by the implementing Decree of 31 December 1966 and the provisions of the London International Convention of 19 November 1976, and where appropriate, those of Regulation 392/2009 of the European Parliament and of the Council of 23 April 2009, which are an integral part of the Passenger Ticket.

3.2 Where CDP is the Cruise Organiser, the contractual relations between CDP and the Traveller are governed by the Contract, which includes the Cruise Ticket, as well as by Articles 47 to 49 of French Law No. 66-420 of 18 June 1966 on maritime affreightment and carriage contracts and its implementing decree of 31 December 1966.

3.3 Where CDP is the Seller of a tourist package within the meaning of Article L.211-2 of the French Tourism Code, the contractual relations between CDP and the Traveller are governed by the Contract and by Articles L.211-1 and following of the Tourism Code.

## **4. Payment of the price**

4.1 The Acceptance of the Contract entails paying a deposit equivalent to 25% of the Price of this Service. For any Cruise booked on or before December 31, 2021, for a Cruise departure on or before December 31, 2022, the balance is to be paid no later than 30 days before the start of the initial Service in the Contract. For any Cruise booked on or after January 1, 2022, and/or for any Cruise departure on or after January 1, 2023, the balance is to be paid no later than 90 days before the start of the initial Service in the Contract.

4.2 After the Service has been fully paid for, the Traveller shall receive a booking confirmation followed by the Ticket(s) and, where applicable, the vouchers closer to cruise departure.

## **5. Prices and discounts per person and per cruise**

5.1 **The reference price** for the cruise is available as long as the cruise is open for sale and is per person and based on double stateroom occupancy.



5.2 **The PONANT BONUS price** is the best price you can access on the day of booking. It can save you up to 30% on the cruise reference price (port-to-port price only, excluding port and security taxes, air fare and any land-based services). The PONANT BONUS price is yield managed so subject to availability and can change without prior notice. The PONANT BONUS price does not apply to the MS *Paul Gauguin*.

5.3 **Single Supplement.** The single supplement applies to any person who occupies a stateroom on their own. It applies to the port-port element (excluding port taxes) of the current PONANT BONUS price. This supplement may vary depending on how full a particular cruise is. It may therefore change for certain categories of staterooms and/or suites only, or for any cruise at any time without notice. There is no single supplement on selected cruises for certain stateroom categories. This selection is updated according to how full a particular cruise is and can be checked online at [au.ponant.com](http://au.ponant.com).

5.4 Depending on how full the ship is (excluding *Le Ponant* and the MS *Paul Gauguin*) at the time of booking, a **“guaranteed” stateroom** in the Deluxe Stateroom Deck 3 category may be offered. This means the booking is made in the Deluxe Stateroom Deck 3 category, but no stateroom number is assigned. Staterooms will be allocated at the discretion of the Company and may change at any time until embarkation. Once a stateroom number has been assigned, no change request can be accepted. The advantage of this approach is that passengers can enjoy superior-category accommodation without paying a surcharge. In any case, the minimum category chosen when booking is guaranteed.

#### 5.5 Other discounts

These offers cannot be combined with any other type of reduction or special offer. **Except for the Single Traveller Offer and the PONANT BONUS, the offers described below are not combinable.** If you qualify for several discounts, the amount for the second discount is calculated using the price obtained after taking off the first discount, and so on.

5.5.1 **Consecutive Cruises:** Discount only applies to port-port cruise price only, excluding port taxes, and is subject to availability at time of booking.

- On all our cruises: 10% off on any consecutive cruise
- On a selection of cruises (list can be viewed any time on our website [au.ponant.com](http://au.ponant.com)):
  - 20% off the 2nd cruise
  - 30% off the 3rd cruise
  - 40% off the 4th cruise

#### 5.5.2 PONANT Yacht Club Members:

**Commodore:** 12.5% off the port-port cruise price only, excluding port and security taxes.

**Grand Admiral:** 10% off the port-port cruise price only, excluding port and security taxes.

**Admiral:** 7.5% off the port-port cruise price only, excluding port and security taxes.

**Major:** 5% off the port-port cruise price only, excluding port and security taxes.

#### 5.5.3 Honeymoon Offer:

If you go on a cruise in the 12 months after your wedding or civil partnership celebration, you can enjoy the following benefits (except on the MS *Paul Gauguin*):

- 5% off the port-port cruise price only, excluding port and security taxes,
- Bottle of champagne on arrival,
- Photo shoot with five couple's photos included (all ships except *Le Ponant*),
- Two free spa treatments (maximum value: €120 per treatment) (all ships except *Le Ponant*),
- On-board surprises.

On the MS *Paul Gauguin*, you can enjoy a traditional Polynesian blessing, as well as a bottle of champagne in your stateroom.

Offer valid on presentation of proof of eligibility.

#### 5.5.4 Wedding Anniversaries:

Every multiple of five years after your wedding or civil partnership (5, 10, 15, 20, etc.) you can enjoy a AUD 300 discount per stateroom/suite for a cruise during the anniversary year. Offer valid on presentation of proof of eligibility. Discount can be applied once per anniversary year. This offer is also not valid on the MS *Paul Gauguin*.

#### 5.5.5 Family

&

Friends:





- Where a reservation includes at least five paying passengers, the entire party receives a 5% discount on the same port-to-port cruise (excluding port taxes). This offer is not valid on the MS *Paul Gauguin*. All passengers must be on the same booking number to qualify for the discount.
  - Special discounts for children sharing a stateroom or suite with one or two adults is available for children aged:
    - 3 to 17 years on PONANT cruises.
    - 12 months to 17 years on the MS *Paul Gauguin*.
- Please contact us for more information.

**5.5.6 Referral Program:** When you refer someone, you will enjoy a USD 600 discount per stateroom on your next cruise when the person you refer has deposited on their first cruise. The person you refer will in turn receive a USD 600 discount per stateroom on their first cruise. If the person you have referred cancels, your discount will no longer apply but you can use the offer again whenever the person makes a new reservation. The discount for the person referring and for the person referred may not give rise to a payment or refund in cash. The discount for the person referred applies immediately and is limited to one use per stateroom and per person referred. The discount for the person referring must be used all at once. Referral discounts can be accumulated and added to a referrer's booking up until final payment of their next cruise. The person referring should share their PONANT Yacht Club number, or enough information to be identified, with the people being referred. In the absence of precise enough identification, the Referral Program cannot proceed. The person referring must have already sailed with PONANT. The person referred should not have already sailed on a PONANT ship. Neither party should be or have been part of the PONANT staff or worked for a travel agency. Although an unlimited number of people can be referred, there can only be one person referred per household, and the person referring, and the person referred should not be part of the same household. The person referring and the person referred cannot share a stateroom; neither can two people referred. The Referral Program cannot proceed if the person referred or another member of their household has already been referred.

The discount for the referrer is combinable with other selected offers. However, the discount provided to the person being referred is not combinable with any other discount described above except the PONANT BONUS and Consecutive Cruises discounts. Travel Agents are not eligible for the Referral Program. Referral Program discounts cannot be applied to group or charter bookings. This Referral Program and its discount offers are not valid on the MS *Paul Gauguin*.

**5.5.7 On-board bookings:** 5% off the port-port cruise price only (excluding port and security taxes) for each new cruise booked with our on-board staff.

## **6. Passports, visas and vaccination certificates**

6.1 Before the Acceptance of the Contract, it is the responsibility of each Traveller to comply, as appropriate, with the administrative and/or health formalities required by the countries involved in the Services, notably those communicated by CDP and accessible on the website [au.ponant.com](http://au.ponant.com) and in the brochure.

6.2 Before the Acceptance of the Contract, Travellers should contact relevant embassies and/or consulates and perform the administrative and/or health formalities required by the countries involved in the Services.

6.3 CDP will in no event be liable for the consequences of the Traveller not complying with police, customs or health formalities before or during the Services period. Any Traveller who is unable to board a flight or the ship due to not showing the required documents cannot claim any refund or compensation.

6.4 In any case, it is recommended that Travellers check all information with the relevant authorities before the date of departure. CDP advises Travellers to read their government's latest travel advice online for the destinations chosen. CDP would like to alert Travellers to the fact that the information given can change right up until the departure date, so should be checked up until the time of departure. CDP asks Travellers to adjust their behaviour to the destination; to be vigilant and avoid carrying valuable items when travelling abroad.

6.5 Traveller passports will be checked against national and international criminal databases, including those of Interpol.

## **7. Embarkation and maritime carriage conditions**



• **General rules**

7.1 The Traveller must report for embarkation in line with the terms set out in the Passenger Ticket and at least two hours before the ship's scheduled departure time. The Passenger Ticket and/or Cruise Ticket issued by CDP are only valid for the Cruise and ship mentioned on the ticket.

7.2 The purpose of the Passenger Ticket is to transport Travellers and their luggage from embarkation at the departure port to disembarkation at the destination.

7.3 All Travellers must have a valid passport, or identity card if appropriate, valid for six months after their return date, as well as visas and vaccination certificates as these may be required at the ship's ports of call and arrival. Every Traveller is personally responsible for complying with legal and regulatory requirements before departure. The Carrier, Cruise Organiser and/or CDP and/or Captain can deny embarkation or disembarkation to any Travellers without the correct documents authorising them to disembark at the scheduled arrival point and ports of call.

7.4 If a Traveller who has booked a port-port Cruise organises their own air or land transport to the embarkation point and/or from the disembarkation point back to their home, it is strongly recommended that they buy tickets that can be amended and refunded, and allow sensible train station/airport/port transfer time. If there are delays, cancellations or changes, CDP will not cover transport or Transfer costs, or any other type of service outside the Cruise Ticket provisions and not bought direct from CDP. CDP is not responsible for any incidents or accidents involving property or persons that arise en route to/from the ship.

7.4.1 For Ocean Voyages: to make sure you are ready for embarkation on the day of departure, we would encourage you to spend the previous night in the departure city. Similarly, with regards to disembarkation, we would also strongly suggest booking a flight the day after arrival. These often-long sea voyages are more affected by weather conditions, including wind and currents, than any other type of trip. This may mean bringing sailing times forward and/or delaying the ship's arrival.

7.5 Each Traveller guarantees that they are fit to travel by sea and that their health and conduct will not harm other Travellers or the smooth running of the Services agreed and/or offered. If a Traveller's health is likely to limit their ability to carry out the Services agreed, or may disrupt them, they must warn CDP and provide a medical certificate on request to prove their fitness. Any known health problems must be reported in writing at the Acceptance of the Contract, or at the latest before the ship's departure (or before the Services begin) to the CDP medical service.

7.6 Medical consultations, care and medication on land and on board the ship are the responsibility of the Traveller. All Travellers must ensure that they have appropriate medical insurance coverage.

7.7 If there is an epidemic risk, the Carrier, Cruise Organiser, CDP, ship Captain or any local health authority can require Travellers to complete a health questionnaire and, where appropriate, a screening test before or on embarking or disembarking, including during stopovers.

7.8 For Expedition Cruise programmes, where, as stated, medical facilities are several days' sailing away, a compulsory full medical questionnaire (provided at the Acceptance of the Contract) must be filled in by the Traveller's General Practitioner between 90 and 45 days before the start of the Service. This document must be returned by post or email to the CDP medical department (qm@medical.ponant.com) no later than 40 days before the Services begin. Medical certificates dated before this period will not be valid. Self-certification is not permitted. Any Traveller who does not return their completed compulsory medical certificate will be denied embarkation and will not receive any refund.

7.9 Travellers must behave in a disciplined way throughout the trip. Travellers must attend any safety demonstration or explanation organised on board and follow crew instructions at all times.

7.10 The Carrier, Cruise Organiser, CDP and/or ship Captain may, if they deem it necessary, terminate the contract and refuse to carry any Traveller not complying with the entry requirements for destination port countries, or whose presence on board could negatively impact the comfort, health or safety of other Travellers, the crew, or be counter to the laws and regulations of ports visited by the ship, or who could make the Carrier, Cruise Organiser and/or CDP responsible for their protection or repatriation. For these reasons, the Cruise Organiser, Carrier and/or CDP and/or the ship Captain may decide to take the following appropriate measures: 1) Forbid the Traveller(s) from embarking or disembarking at any port visited by the ship; 2) Make the Traveller(s) disembark at any port visited by the ship; 3) Transfer the Traveller(s) to another ship; 4) Confine the Traveller(s) on board in their stateroom or the medical service stateroom; 5) Have the doctor or their team administer any drug, medicine or other substance permitted

and/or confine the Traveller to a hospital or a similar institution at the destination ports if the on board doctor deems it necessary.

#### • Disabled Persons and Persons with Reduced Mobility

7.11 For safety reasons, every Traveller must be independent or travel with someone who can provide all the assistance they need during the Services period.

7.12 Travellers with limited mobility due to a physical disability or a condition requiring special treatment and/or specific assistance, including wheelchair users, must warn CDP in writing when requesting a booking or when the Traveller becomes aware of their disability if it takes effect after booking, but in any case at least 30 days before the Service starts so that CDP is able to confirm that the Traveller can physically undertake the Cruise on board the ship and/or the Services agreed.

7.13 The Cruise Organiser, Carrier and/or CDP and/or Captain reserve the right to deny access to Travellers who have not informed CDP or the Seller of a disability or a need for assistance where the latter are not compatible with safety rules and regulations in the sailing area, or would require care that CDP and/or the Carrier cannot provide, or if the design of the passenger ship, infrastructure and port equipment, including port terminals, would make embarkation, disembarkation and transporting the person concerned in satisfactorily safe conditions impossible.

7.14 Going ashore can be difficult or impossible for Travellers with reduced mobility or disabled Travellers, particularly when disembarking on a launch and/or going out on excursions in Zodiac® inflatable boats.

7.15 Travellers using a wheelchair, having gained CDP's written agreement, must embark with their own wheelchair and be accompanied by someone who can assist them at any time. In any case, every disembarkation is subject to the Captain's approval.

7.16 *Le Boréal*, *L'Austral*, *Le Soléal*, *Le Lyrial* and *Le Commandant-Charcot* each have three staterooms specially equipped for disabled persons or persons with reduced mobility (two staterooms for PONANT EXPLORERS ships; one stateroom for the MS *Paul Gauguin*). Please note that because of its different design, *Le Ponant* does not allow access for persons with reduced mobility or disabled persons.

#### • Children and pregnant women

7.17 Children aged under three are not permitted on board the ships, except the MS *Paul Gauguin*, which can board children from the age of 12 months. Children aged under six are not allowed to board ships embarking on Polar Expedition cruises.

7.18 For all Expedition Cruises, children must be totally independent during external activities organised and when disembarking by inflatable boats, be big enough to sit on craft rubber sides, and understand and respond immediately to orders given by responsible persons. Therefore, children may only participate in inflatable boats activities with the approval of the Captain and Expedition Leader depending on the sea conditions and the difficulty of disembarkation at each site visited. The ships do not carry parka's in children's sizes. Parents must arrange to bring a suitable parka for children on Polar Expedition Cruises.

7.19 While on board/on excursions, children who are minors remain the full and total responsibility of their parents or carers.

7.20 PONANT reserves the right to limit the number of children aged under eight on its ships.

7.21 Because ships do not have baby delivery facilities on board, women who are over 26 weeks pregnant are not permitted to embark. In any case, it is recommended that pregnant women hoping to travel on a ship consult a doctor before departure to ensure that their health is compatible with the proposed cruise.

Moreover, no pregnant woman will be allowed to embark on cruises to Antarctica, of the North-West Passage or on Ocean Voyages.

7.22 On the MS *Paul Gauguin*, all children aged under 18 must be accompanied by an adult aged over 21. If the person accompanying is not the child's parent, a "Parental Consent" form must be sent to PONANT.

#### • Permitted baggage

7.21 Every Traveller must correctly and clearly label each piece of luggage with their full name, the ship name, their destination and their stateroom number. This information must be written in visible and indelible characters.

7.22 Any merchandise, goods or items whose content could threaten the health and integrity of other Travellers and their baggage, or people and goods; could damage or pollute the ship; materials that are flammable, explosive, corrosive, dangerous, odorous or prone to leaking; items that may not be imported or do not comply with customs or police regulations; and in general, goods and items other than those for the Traveller's personal use are forbidden on board and in luggage (hereinafter "Prohibited Items"). The Traveller will in any case be responsible for any injury, loss or damage suffered as a result of Prohibited Items being in their luggage or stateroom, and will have to hold the Cruise Organiser, Carrier and/or CDP harmless against any legal action that may be brought against them due to these Prohibited Items being found on board or during embarkation or disembarkation. These Prohibited Items can, at any time and in any location, be unloaded, destroyed, thrown into the sea or made harmless by the Cruise Organiser, Carrier, crew and/or CDP without compensation and regardless of whether the Traveller pays for any destruction costs.

7.23 The Traveller must monitor their baggage and personal belongings throughout the Service period, including time spent on board and during embarkation, transfer and disembarkation. The Cruise Organiser, Carrier and/or CDP disclaim all liability for luggage left unmonitored by the Traveller and for which the latter has not taken all the necessary precautions to avoid theft, loss or damage. The Cruise Organiser, Carrier and/or CDP will not be held responsible for fragile items, jewellery, watches, money, cash, computers and other electronic equipment, mobile phones or any other precious item that the Traveller does not declare as valuable and hand in on the ship with a description and approximate value for each, and for which the Traveller has not paid the corresponding proportional cloakroom fee.

7.24 The Traveller has civil and criminal responsibility for any damage they cause directly or indirectly to the Cruise Organiser, Carrier and/or CDP, to other Travellers or to third parties. They are solely liable for any fines or penalties imposed as a result by competent authorities.

7.25 The Traveller agrees — immediately when requested to do so — to provide the Cruise Organiser, Carrier, crew officers and/or CDP with full access to their stateroom, luggage and personal belongings. This also applies to customs, health and/or administrative authorities in stopover countries or the flag state.

7.26 The Cruise Organiser, Carrier and/or CDP are not liable for any damage to photographic, telephone or electronic equipment, or for cameras lost or damaged while the Services are being provided, whether on board the ship or its dinghies or during embarkation or disembarkation, or for any damage to objects that fall in the water.

- **Animals**

7.27 Animals, including service and medical assistance animals, are forbidden on board ships and may not embark.

- **Smoking policies**

7.28 Ships are non-smoking except in designated areas on outside decks (also applies to electronic cigarettes).

## **8. Air transport**

8.1 All Airline Tickets are issued as electronic tickets. The first and last names shown must be identical to those listed on the valid Traveller passports. Any error or change request will mean a new Airline Ticket must be bought.

8.2 In accordance with French Decree No. 2007-669 of 2 May 2007 regarding the obligation to inform Travellers of Air Carrier identity, CDP will inform the Traveller when they book of the identity of the Air Carrier(s) known at that time to be likely to provide air transport. Should this change after the Acceptance of the Contract, CDP undertakes to communicate any changes to the identity of the Air Carrier(s) as soon as it becomes aware of them before departure.

8.3 Airlines can have code-share agreements whereby two or more share the same flight, with one being the named airline and the other operating the flight with its own aeroplane.

8.4 "Direct flight" means no aircraft changes but does not preclude the possibility of one or several stops. "Non-stop direct flight" means no aircraft changes and no stops.

8.5 The schedules and transport types mentioned by CDP are those provided by the Air Carriers. Therefore, they are indicative until departure and subject to amendment for a variety of reasons (additional stops, atmospheric conditions, air traffic permissions, strikes, etc.). In accordance with the Warsaw and Montreal Conventions, flight schedules and routes, and departure airports and destination airports are never contractual elements of the Travel Ticket and as a result CDP cannot be held responsible for these changes beyond its control.

8.6 Any technical, climatic or political incident, delay, cancellation or strike, additional stop, change of aeroplane, change of route, etc. that arises while air transport is being provided cannot be blamed on CDP and cannot give rise

to compensation for any reason. If the Traveller wishes to forfeit the benefit of a Service, they will be liable for the cancellation charges shown below.

8.7 The Air Carrier's liability is limited in the case of damages, complaints or claims of any kind in accordance with the Airline Ticket terms. CDP will not reimburse any expenses (taxis, meals, hotels, etc.) once the Traveller becomes the Air Carrier's responsibility. The consequences of accidents/incidents that may occur during air transport are governed by the Warsaw and Montreal Conventions, or by local regulations governing national transport in the country concerned.

8.8 On scheduled international flights, depending on the Air Carrier, the general baggage allowance (excluding benefits for loyalty programme members) is strictly limited to 23 kg maximum in the hold and 8 kg maximum per Traveller in the cabin. On scheduled domestic flights, the allowance is generally between 15 and 20 kg maximum in the hold. On flights chartered by CDP, the hold baggage allowance is 23 kg (subject to confirmation by the Air Carrier selected) and 5 kg maximum per piece of cabin baggage. Travellers should pack carefully with these restrictions in mind. Air Carriers will not hesitate to bill for excess baggage and sometimes refuse to check in overly heavy or bulky luggage for stringent security reasons. CDP and the Air Carrier cannot be held responsible if a Traveller is denied check-in due to their baggage being too heavy.

### **9. Transfer of the Contract**

9.1 In accordance with Article R.211-7 of the French Tourism Code, and only where this code applies to CDP, the Traveller can transfer their Contract to a third party who fulfils the same conditions as they do for all Services, as long as the latter have not yet begun.

9.2 The transferor and transferee must inform CDP of this decision by any means that allows for acknowledgement of receipt (registered letter, email, fax, etc.) no later than 10 business days before the start of the Services. After this, charges may apply.

9.3 Should the Traveller transfer their Contract without informing CDP in line with the process set out above, this assignment will not be valid, and the Services covered in the Contract will be cancelled without any refund.

### **10. Cancellation or amendment of the Contract**

10.1 Under Article L.121-21 of the French Consumer Code, Travellers should note that they do not have the right to withdraw from the Contract set out in Article L.121-17 of the Consumer Code.

10.2 Unless otherwise agreed with CDP, the Traveller cannot amend the Services described in the Contract.

10.3 If the Traveller wishes to amend or cancel part or all of the Services described in the Contract, they must inform CDP by any means that allows for acknowledgement of receipt (fax, email, registered letter, etc.) as soon as circumstances change such that this amendment or cancellation is required. The document dispatch date will be taken as the invoice date for the change and/or cancellation fees.

With the exception of PONANT Yacht Club Grand Admirals and Commodores, all alteration requests will be treated as cancellation requests and therefore covered by paragraph 10.5 governing cancellation fees.

10.4 Specific terms and conditions for alteration requests from PONANT Yacht Club Grand Admirals and Commodores:

In the event of the first alteration of a tourism package: no fees shall be applied to the cruise service, as long as the request is made within a timeframe of at least 90 days before the departure of the cruise. This timeframe shall be extended to 150 days for Expedition Cruise programmes. New departure must be within 12 months after the date of the departure initially scheduled. Only one alteration without penalty charges per period of 12 months and per person is entitled to Grand Admiral and Commodore member status, regardless of the cruise. Any alteration request aside from the alteration of the first cruise shall be subject to the general sales condition applicable by default.





#### 10.5 Cancellation fees:

**For all PONANT & PAUL GAUGUIN Cruises booked on or before December 31, 2021, for a Cruise departure on or before December 31, 2022:**

Date of Cancellation:

- Within 15 days after the booking is confirmed: no cancellation fees for the cruise service only
- From 15 days after the booking is confirmed to 181 days before the start of the cruise: \$250 per passenger and per cruise for the cruise service only
- From 180 – 31 Days Prior to Departure Date: 25% of total amount of the Services remitted in the form of a Future Cruise Credit.
- Under 31 Days Prior to Departure Date: 100% of Full Fare total amount of the Services

**For all PONANT & PAUL GAUGUIN Cruises booked on or after January 1, 2022, and/or for Cruise departures on or after January 1, 2023:**

Date of Cancellation

- Within 15 days after the booking is confirmed: no cancellation fees for the cruise service only
- From 15 days after the booking is confirmed to 181 days before the start of the cruise: \$250 per passenger and per cruise for the cruise service only
- From 180 – 91 Days Prior to Departure Date: 25% of total amount of the Services
- Under 91 Days Prior to Departure Date: 100% of Full Fare total amount of the Services

For this purpose, “Departure Date” means the date the sea, air/sea or air/sea/land program first departs and “Full Fare” & “total Service amount” means the full cost of any cruise, hotel or air component purchased from PONANT & PGC.

For other services:

No refund will be given for cancelling or forfeiting an air- or land-based Service included in the contract, or any service forming part of the Cruise, no matter the reason. Some components may have different refund and/or cancellation policies and penalties and, if so, these will be explained at time of booking.



10.6 Should a Traveller be absent due to force majeure or to their death, the Contract is terminated when notice is given by the Traveller or their assignee before the Contract begins. A quarter of the Contract price is then due to CDP. The same terms apply, on their request, to family members of the Traveller prevented from travelling by force majeure or death who were travelling with them.

10.7 Travellers who do not arrive for the departure of a Service, or who find it impossible to make the departure or forfeit it for any reason whatsoever (including due to a transport delay) are not entitled to any refund.

10.8 Once the Services have begun, Travellers are obliged to pay the full Contract price, whatever the reason that has led them to forfeit the Services.

## **11. Contract cancellation, suspension and amendments by CDP**

11.1 Arrival and departure times are indicative and not final. CDP, as Cruise Organiser and/or Carrier and/or Package Seller cannot guarantee that timings will coincide with transport connections (plane, train, etc.).

11.2 CDP may allocate Travellers staterooms other than those initially planned.

11.3 CDP reserves the right to suspend a Cruise, or to change the itinerary, for any reason it deems valid and cannot be held liable for any loss or damages in this case.

11.4 In cases of unfavourable weather conditions, or due to the political or social situation in a stopover country, or for any other reason that could compromise the safety of Travellers, goods or the ship, or in light of orders imposed by public authorities, the Cruise Organiser and/or the Carrier and/or CDP reserves the right to change the itinerary, ports of call or destination port, to delay or terminate the trip, to divert the ship, to tow or be towed, or to transfer Travellers and their luggage to another transport method, even if this means the programme being extended or shortened.

11.5 The ship may provide assistance to any person or property at sea in any situation and cannot be held responsible for the consequences of changes to the Cruise programme for this reason.

11.6 Where CDP is required, for reasons outside its control, to change the Cruise after Travellers have boarded, the latter cannot claim any compensation from either CDP or the Carrier or the Cruise Organiser other than a refund for Services not performed and not replaced or for the Ticket share not used less all costs incurred. However, CDP can claim from Travellers the extra costs of further services provided to Travellers due to a trip being extended.

11.7 In the case of external events outside the control of the Cruise Organiser and/or the Carrier and/or CDP, or for any reason pertaining to Traveller or ship safety, or due to a lack of participants, CDP can cancel the Cruise and must inform Travellers and/or where appropriate the Cruise Organiser by registered letter with acknowledgment of receipt, or by email, or via a press release.

11.8 Cruises and other CDP Services are subject to a minimum number of participants.

11.8.1 CDP reserves the right to cancel a cruise up to 21 days before departure if the number of Travellers registered is below or equal to 50% of the ship's "Passenger Capacity" (200 Passengers for Expedition Cruise programmes and 244 for other Cruises on board *L'Austral*, *Le Boréal*, *Le Lyrial* and *Le Soléal*; 55 for *Le Ponant*; 172 Passengers for PONANT EXPLORERS ships; 270 Passengers for *Le Commandant-Charcot*; 332 for the MS *Paul Gauguin*).

11.8.2 CDP reserves the right to cancel any service other than the cruise if the number of Passenger participants is below 20 (unless otherwise stated).

11.9 Where CDP is the Cruise Organiser, and no matter the reason for cancellation, no compensation is due to the Traveller, who will be able to choose between the following solutions:

(i) A full refund of the Contract price; (ii) Another Service at the same price; (iii) A Service at a lower price and a refund for the price difference between the two Services based on the advertised prices. Travellers must inform CDP of their choice as soon as possible and in any event before the deadline mentioned in the cancellation documents.

11.10 Transport included in the Services is booked by CDP in line with the terms and conditions of each service provider. CDP reserves the right to substitute one form of transport for another, or one hotel for another in the same category. In the latter case, if the hotel is in a lower category, Travellers will be refunded for the overpayment.

11.11 All services are offered subject to availability. If there are no more spaces in the class offered, CDP can provide extra places for a surcharge, depending on availability.

## **12. Liability**



12.1 When acting as Maritime Carrier, CDP is responsible for any damage to Travellers in line with the compensation provisions and limitations in the following texts, according to their respective fields of application: Articles L5421-1 to L5421-8 of the French Transport Code and Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009. Where this regulation applies, the compensation limits for the Carrier in cases of death or bodily injury are 400,000 special drawing rights per Traveller and per event.

12.2 When acting as Maritime Carrier, CDP is responsible for any damage to baggage in line with the compensation provisions and limitations in the following texts, according to their respective fields of application: Articles L5421-9 to L5421-12 of the French Transport Code, French Decree No. 67-268 of 23 March 1967 amended by Decree No. 86-1065 of 24 September 1986 and Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009. Where this regulation applies, the maximum compensation for the Carrier to provide for baggage loss or damage is 2,250 special drawing rights per passenger and per carriage, with an allowance of 149 special drawing rights per Traveller applied in all cases. Where Regulation (EC) No. 392/2009 does not apply, the maximum compensation for the Carrier to provide for baggage loss or damage is €1,520 euros per Traveller and per carriage.

12.3 When acting as Maritime Carrier, CDP is always subject to the compensation limitations stated in the London International Convention of 19 November 1976 as amended by the Protocol of 1996, and these limits take precedence over any other limit indicated by a non-mandatory text.

12.4 For any bodily injury or material damage sustained on board the ship or its dinghies or crafts during embarkation or disembarkation, or occurring during sea transport, CDP, when acting as Cruise Organiser, is responsible within the same limits and terms as the Carrier. Where this injury or damage occurs outside these circumstances, but between the beginning and end of the cruise, any compensation due to the Traveller from the Cruise Organiser and/or CDP is capped at half the price of the Cruise.

12.5 When acting as travel package seller within the meaning of the French Tourism Code, CDP is responsible for damage to Travellers or their baggage within the limits and terms set out in Article L.211-16 of the code. CDP cannot be held responsible for the consequences of the following events:

- a) Loss or theft of Tickets, failure to present identity and/or health documents, or presenting expired documents, or those with an insufficient period of validity (identity cards, passports, visas, vaccination certificates, etc.) or not matching the information in the documents issued to the Traveller.
- b) Incidents or events that are unforeseeable and insurmountable involving a third party outside the travel contract (force majeure). When cancellation is necessary due to force majeure circumstances and/or for Traveller safety reasons and/or where required by an administrative authority, whether French or foreign.

12.6 CDP, as Cruise Organiser, Carrier and/or Package Seller is expressly not responsible for immaterial damages, loss of enjoyment and punitive or assimilated damages.

12.7 Where a Traveller is not permitted to board a ship – including after or during a stopover – in the circumstances mentioned in Article 6, neither CDP as Cruise Organiser, Carrier and/or Package Seller, nor the ship Captain or crew are responsible in any way whatsoever.

12.8 CDP is in no way responsible for bodily injury, or material or non-material damages caused by war, blockades, riots, strikes, social conflicts, acts of piracy or terrorism, epidemics or quarantines, disasters and natural catastrophes, nuclear fusion, fission, pollution or explosions or their consequences, the closure of departure, stopover or destination ports, the detention, requisition or seizure of the ship for any reason, the use of the ship for special State needs, or by the simple threat of the above events. It is also not responsible for damages caused by a Traveller voluntarily participating in a brawl or dangerous activity not required to save a human life.

12.9 CDP is in no way responsible for damages caused by suspending and/or amending a trip due to force majeure, war, blockades, riots, strikes, social conflicts, acts of piracy or terrorism, epidemics or quarantines, disasters and natural catastrophes, nuclear fusion, fission, pollution or explosions or their consequences, the closure of departure, stopover or destination ports, the detention, requisition or seizure of the ship for any reason, the use of the ship for special State needs, or by the simple threat of the above events.

12.10 Where CDP as Cruise Organiser and/or Carrier and/or Package Seller is responsible for transporting luggage in the period before or after the ship lands, it acts as the Traveller's authorised representative and its responsibility is not substituted for that of the carriers tasked with transporting the baggage.



12.11 Luggage not claimed on the arrival of the ship or of any other transport method stays in port at the Traveller's expense and risk.

12.12 Any delay to baggage delivery that is detrimental to the Traveller will only give rise to compensation not exceeding 20% of the amount that would be due if luggage left in the hold were lost under the terms of Article 12.2. CDP has 3 (three) months to search for lost luggage.

12.13 Except where specific written contractual agreement has been provided to the contrary, land and air transport, Transfers, watersports activities and scuba diving from the ship, services included in the Pre- and Post-Cruise Services, Excursions/Extensions, excursions on land including, where relevant, hotel and restaurant bookings and guided tours, even when reserved on the ship or through CDP and invoiced by the latter, are provided by independent third-party contractors who are not representatives or employees of the Cruise Organiser, Carrier, Package Seller and/or CDP. Travellers use these services at their own risk and CDP, as Cruise Organiser, Carrier and/or Package Seller, acts only as an intermediary and does not assume any responsibility for these services, including cases of bodily injury or material damage, cancellation, delays or programme changes.

12.14 For Expedition Cruises, all Travellers taking part in external activities agree to participate in good conscience and only at their own risk. Each person is responsible for their own physical fitness, safety, behaviour and comfort. Travellers must attend on-board information briefings. CDP, its directors, administrators, officers, crew members and expedition team members, and activity leaders, cannot be held responsible for any loss or damage sustained while participating in external activities offered during Expedition Cruises.

12.15 The Smithsonian Institution and the United States are not responsible for liability for personal injury, death, property damage or loss suffered by the Participant in connection with this Cruise. PONANT warrants that the Smithsonian Institution is a named insured on PONANT's Public Liability Insurance Policy with respect to any liability arising as a result of personal injury, death, property damage or loss suffered by the Participant. The provisions of Section 12.6 through 12.11, Section 12.13 and Section 12.14 shall apply *mutatis mutandis* to the Smithsonian Institution.

### **13. Price adjustment**

13.1 The prices quoted by CDP are based on economic conditions on the publication date. These economic data include, among other things, the cost of transport and fuel, charges and taxes relating to the services offered (fees to enter and/or leave countries visited, airport or port taxes, embarkation or disembarkation taxes, visa fees, tourist site entrance fees), exchange rates used when compiling programme prices. CDP expressly reserves the right to adjust prices. Any change to the costs of transport, fuel, tax, charges, euro or dollar exchange rates or special drawing rights and visa fees will be fully reflected in trip prices by incorporating agent commission where required. Where the French Tourism Code applies, CDP can also lower the Price by applying Article L.211-12, on the understanding that in this case no price change can occur under 30 business days before the scheduled departure date.

13.2 Where the French Tourism Code applies, the Traveller will be notified of price rises by registered letter with acknowledgment of receipt – or by any other means that allows for acknowledgment of receipt – with a notice period of 30 (thirty) days before departure. Having been alerted, the Passenger and/or Ticket buyer can terminate their contract and obtain an immediate refund of the amount already paid penalty-free by contacting the Seller in writing within 7 (seven) days of being notified of the Price increase.

For cruise services only, the potential daily surcharge (S) will be calculated as follows:

$$S = \left[ \frac{\text{variation in MDO}^* \text{ price} \times \text{MDO daily consumption}^{**}}{\text{Ship capacity}^{***}} \right] \times \text{MDO cruising time} + \left[ \frac{\text{variation in LNG}^* \text{ price} \times \text{LNG}^{**} \text{ daily consumption} + \text{variation in MDO}^* \text{ price} \times \text{MDO}^{**} \text{ daily consumption}/k^{**}}{\text{Ship capacity}^{***}} \right] \times \text{LNG cruising time}$$

(\*): MDO: Gasoil 0.1 FOB Rotterdam barge in \$US

LNG Northern Hemisphere cruises: TTF + \$2.5/MMBtu converted into tonnes with LNG heat of combustion = 46 MJ/kg, where \$2.5/MMBtu corresponds to the cost of usage and bunkering at the LNG terminal in the Rotterdam area.

LNG Southern Hemisphere cruises: Henry Hub + \$7/MMBtu converted into tonnes with LNG heat of combustion = 46 MJ/kg, where \$7/MMBtu corresponds to the costs of relay to the liquefaction site + cost of liquefaction + cost of delivery + cost of usage and bunkering.

(\*\*): *L'Austral*, *Le Boréal*, *Le Soléal* and *Le Lyriak*: 20t; *Le Ponant*: 5.5t; PONANT EXPLORERS ships: 15t; *Le*





*Commandant- Charcot: LNG 36t; MDO 43t; k = 72.*



(\*\*): *L'Austral, Le Boréal, Le Soléal* and *Le Lyrial*: 200 for Expedition Cruises and 244 for other programmes; *Le Ponant*: 55; PONANT EXPLORERS ships: 172; *Le Commandant-Charcot*: 270 in the Northern Hemisphere and 200 in the Southern Hemisphere; MS *Paul Gauguin*: 332.

#### **14. Travel insurance**

14.1 The sale of Services by CDP does not include any kind of insurance.

14.2 CDP asks that every Traveller has full and adequate travel insurance covering the risks of cancellation, assistance being required, repatriation, damages to and loss of baggage, and medical expenses. Proof of this insurance must be sent to CDP before departure.

The Traveller is solely responsible for taking out such insurance at their own expense. If the Traveller has not taken out such insurance, they accept responsibility and any costs linked to medical expenses, evacuation for health reasons, or repatriation.

#### **15. After-sales**

15.1 Any comment or claim relating to a trip or stay must be sent by registered letter with acknowledgment of receipt detailing precisely how the event unfolded and the alleged harm, either to Compagnie du Ponant - 408 Avenue du Prado 13008 MARSEILLE, FRANCE if the Traveller concluded their Contract direct with CDP, or to the travel agency that sold the Services. This must be done within one month of the return date or the right to do so will be lost. CDP encourages passengers to fill in satisfaction surveys distributed on board the ship at the end of the Cruise.

15.2 Having contacted the after-sales service mentioned in Article 15.1, and if a satisfactory response is not received within 60 days, the Traveller can contact the French Travel and Tourism Ombudsman, details for which are available at [www.mtv.travel](http://www.mtv.travel).

15.3 Any legal action by a Traveller against CDP as Cruise Organiser and/or Carrier must be brought within a certain period after the date the Traveller disembarked or should have disembarked: 1 (one) year for material damage and 2 (two) years for bodily injury, otherwise the right to claim will be forfeited.

15.4 Any legal action against CDP as Package Seller must be brought within the time periods set out in Articles 2224 and 2226 of the French Civil Code.

#### **16. Applicable Law and Jurisdiction**

16.1 This Contract is governed by French law.

16.2 Only courts within the jurisdiction of the Tribunal de Grande Instance de Marseille, France, are competent to hear any case against CDP, its employees, subsidiaries, or subcontractors, even with the introduction of third parties.

16.3 Any action or legal proceeding against the Smithsonian Institution in connection with the Cruise shall be brought only in a United States federal court of competent jurisdiction.

#### **17. Extract from the French Tourism Code**

The information contained in the paper brochures and on the CDP website constitutes the prior information provided to the Traveller and mentioned in Article L.211-9 of the French Tourism Code. However, in line with Article R.211-5 of the Tourism Code, Compagnie du Ponant expressly reserves the right to amend certain elements before the Acceptance of the Contract. Extract from the French Tourism Code establishing the rules for operations relating to the organisation and sale of journeys or stays:

##### **Article R.211-3:**

Subject to the exclusions set out in the third and fourth paragraph of Article L.211-7, any offer and sale of travel services or stays will give rise to the delivery of appropriate documents meeting the requirements set out in this section. In the case of sale of air tickets or transport tickets on scheduled routes excluding the services related thereto, the seller shall deliver to the buyer one or several tickets for the entire trip 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.

Separately invoicing the various elements of the same tourist package price does not relieve the seller of their obligations under the regulatory provisions of this section.

##### **Article R.211-3-1:**

The exchange of pre-contractual information or the provision of contractual conditions shall be done in writing. This may be electronically under the terms of validity and conditions set out in sections 1369-1 to 1369-11 of the French



Civil Code. The name or business name and address of the seller and its registration in the register provided for in



point a of Article L.141-3 or, where applicable, the name, address and registration of the federation or union mentioned in the second paragraph of Article R.211-2 are mentioned.

**Article R.211-4:**

Prior to the Acceptance of the Contract, the seller must provide the customer with information on prices, dates and other components of the services provided during the journey or stay, such as:

- 1) The destination, means, characteristics and categories of transport used;
- 2) Type of accommodation, location, level of comfort and main features, its approval and its tourist classification corresponding to the regulations or customs of the host country;
- 3) Meals provided;
- 4) Description of the itinerary when it is a tour;
- 5) The administrative and health formalities to be completed by nationals of another EU member State or a State party to the European Economic Area agreement, notably as regards crossing borders and completion times;
- 6) Visits, excursions and other services included in the package or available at extra cost;
- 7) The smallest or largest size of the group required for the trip or stay to take place, as well as, if the trip or stay is subject to a minimum number of participants, the deadline set for informing the customer in the event of the cancellation of the trip or stay. This deadline cannot be less than twenty one days before departure;
- 8) The amount or percentage of the price to be paid as a deposit on the Acceptance of the Contract and the schedule for payment of the balance;
- 9) The methods of price adjustment as set out in the contract pursuant to Article R.211-8;
- 10) The terms and conditions for cancellation of a contractual nature;
- 11) Cancellation conditions set out in Articles R.211-9, R.211-10 and R.211-11;
- 12) Information on the optional purchase of an insurance contract covering the consequences of certain cases of cancellation, or an assistance contract covering certain specific risks, including repatriation costs in the case of accident or illness;
- 13) When the contract includes air transport, information for each flight leg, under Articles R.211-15 to R.211-18.

**Article R.211-5:**

Prior information provided to the customer binds the seller, unless the seller has expressly reserved the right to amend certain elements within it. In such a case, the seller must clearly indicate to what extent these changes may occur and to what elements.

In any event, the changes made to the prior information must be communicated to the customer in writing before the Acceptance of the Contract.

**Article R.211-6:**

The contract between the seller and buyer must be in writing, in two copies, signed by both parties, and one of which should be given to the buyer. When the contract is concluded electronically, it is concluded pursuant to Articles 1369-1 to 1369-11 of the French Civil Code. The contract must include the following clauses:

- 1) The name and address of the seller, their guarantor and their insurer, as well as the name and address of the organizer;
- 2) The travel destination(s) and, where there are multiple destinations, the relevant periods, with dates;
- 3) The means, characteristics and categories of transport to be used; the dates, times and points of departure and return;
- 4) The type of accommodation, location, level of comfort and main features, and its tourist classification corresponding to the regulations or customs of the host country;
- 5) The meals provided;
- 6) The itinerary when it is a tour;
- 7) The visits, excursions or other services included in the total price of the trip or stay;



- 8) The total price of services invoiced and an indication of any adjustment to this billing under the provisions of Article R.211-8;
- 9) An indication, where applicable, of charges or taxes relating to certain services such as landing, disembarkation or embarkation fees at ports and airports and tourist taxes if these are not included in the price of the service(s) provided;
- 10) The timing and terms of payment; the final payment made by the buyer cannot be for less than 30% of the price of the trip or stay and must be made when documents for the trip or stay are issued;
- 11) Any particular terms and conditions requested by the buyer and agreed to by the seller;
- 12) The way in which the buyer can submit to the seller a complaint for non-performance, or poor performance of the contract. Any complaint must be sent as soon as possible by any means that allows for acknowledgement of receipt (fax, email, registered letter, etc.) and, where applicable, notified in writing to the trip organiser and to the provider of services concerned;
- 13) The deadline for informing the buyer in the event of a trip or stay being cancelled by the seller, if the trip or stay is subject to a minimum number of participants in accordance with the provisions of point 7 in Article R.211-4;
- 14) The terms and conditions for cancellation of a contractual nature;
- 15) Cancellation conditions set out in Articles R.211-9, R.211-10 and R.211-11;
- 16) Details about the risks covered and the amount of coverage under the insurance contract covering the consequences of the seller's professional liability;
- 17) Details about the insurance contract covering the consequences of certain types of cancellation taken out by the buyer (policy number and insurer's name), as well as details about the assistance contract covering certain particular risks, including the cost of repatriation in the case of accident or sickness. In this case, the seller must provide the buyer with a document specifying at least the risks covered and excluded;
- 18) The deadline for informing the seller in the event of contract assignment by the buyer;
- 19) Commitment to provide the buyer, at least ten days before the scheduled date of departure, with the following information:
  - a) The name, address and telephone number of the seller's local representative or, in the absence thereof, the names, addresses and telephone numbers of the local entities that may assist the customer in the event of difficulty or, in the absence thereof, the telephone number enabling the seller to be reached in the event of an emergency;
  - b) For foreign trips and stays by minors, a telephone number and an address for direct contact with the child, or the person on-site locally responsible for the trip;
- 20) The clause providing for cancellation and refund without penalties of sums paid by the buyer in case of non-compliance with the information obligation in point 13 of Article R.211-4.
- 21) The commitment to provide the buyer, in good time before the start of the trip or stay, with times of departure and arrival.

**Article R.211-7:**

The buyer can transfer the contract to a transferee who fulfils the same conditions as they do for the trip or stay, as long as the contract has not yet had any effect. Unless more favourably stipulated to the transferor, they are obliged to inform the seller of their decision by any means that allows for acknowledgement of receipt (fax, email, registered letter, etc.) no later than seven days before the start of the trip. In the case of a cruise, this period is extended to fifteen days. Assignment is not subject in any case to any prior authorisation by the seller.

**Article R.211-8:**

When the contract contains an express right to amend prices within the limits provided for in Article L.211-12, it must indicate the specific terms for calculating price changes, whether up or down, including the amount for related transportation costs and taxes, the currency or currencies that may affect the price of the trip or stay, the portion of the price to which the variation applies, and the exchange rate for the currency or currencies used as a reference when setting the price shown in the contract.

**Article R.211-9:**

When, before 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 price increase, and when it disregards the obligation to inform referred to in point 13 of Article R.211-4, the buyer may, without prejudice to claiming compensation for any damages suffered, and after being

informed of this by the seller using any means that allows for acknowledgement of receipt (fax, email, registered letter, etc.):

- Either cancel the contract and obtain immediate reimbursement of the sums paid;
- Or accept the modification or replacement trip offered by the seller; an amendment to the contract specifying the changes made is then signed by the parties; any decrease in price will be deducted from any amounts still due from the buyer and if the payment already made by the latter exceeds the price of the amended service, the overpayment must be returned to them before the date of departure.

**Article R.211-10:**

In the event specified in Article L.211-14, when, before the buyer departs, the seller cancels the trip or stay, it must inform the buyer by any means that allows for acknowledgement of receipt (fax, email, registered letter, etc.); the buyer, without prejudice to claiming compensation for any damages suffered, shall obtain from the seller immediate reimbursement without penalty of the sums paid; in such event, the buyer shall receive an indemnity at least equal to the penalty they would have borne if cancellation were a result of their own action on that date.

The provisions of this Article do not in any way represent an obstacle to the conclusion of an amicable agreement, the purpose of which is acceptance by the buyer of a replacement trip or stay as proposed by the seller.

**Article R.211-11:**

Where, after the buyer's departure, the seller is unable to provide a major portion of the services under the contract, representing a significant percentage of the price paid by the buyer, the seller must immediately make the following provisions without prejudice to claiming compensation for any damages suffered:

- Either propose services to replace those specified, by possibly bearing any additional charge and, if the services accepted by the buyer are of a lower quality, the seller must reimburse them for the price difference upon their return;
- Or, if unable to propose replacement services or if these are refused by the buyer, provide transport tickets, without additional charge, to ensure their return, under terms and conditions that may be considered equivalent, to the departure location, or to another location agreed between the two parties. The provisions of this Article shall apply in case of non-compliance with the obligation under point 13 of Article R.211-4.

**Article R.211-12**

The provisions of Articles R. 211-3 to R. 211-11 must be reproduced in the brochures and on the travel contracts of those mentioned in Article L. 211-1.

**Article R.211-13**

The buyer can no longer claim the benefit of the clause set out in point 20 of Article R.211-6 after the service has been provided.