

SPECIFIC TERMS AND CONDITIONS

1. RESERVATION

1.1 Reservation and contract

In order to reserve a holiday product sold by Culture & Confiture, by signing a reservation form, the client automatically accepts the terms and conditions of Culture & Confiture. When signing up, the client will be required to pay a down payment of 30% of the total price of the holiday, or any other amount as explicitly mentioned on the quote in the case of specific pricing policies. A second deposit of 20% may be required if Culture & Confiture are obligated to issue flight tickets or pay the full amount of a specific item, more than 45 days before departure. When a holiday is reserved less than 45 days before the date of departure, the total amount of the holiday price must be paid in full.

Clients may not withdraw their reservation once the contract has been signed, even when reserving on line or by mail-order (clause nb L211-20-4 of the French consumption norm).

Requesting a reservation and the payment of a deposit will only guarantee a reservation to the extent that there are availabilities.

A reservation made less than 5 days before the date of the holiday incurs a €50 emergency fee per new file.

Finally, putting a custom-made holiday together and giving a quote for it may take a long time, therefore, in some cases, Culture & Confiture may request the payment of €50 per quote, to be deducted from the total charge when the holiday is reserved.

1. 2 Payment terms - invoicing

Invoices are sent to clients within a fortnight following a confirmed reservation. The remaining amount to be paid, taking into account the deduction of the down payment, must be paid at least 45 days before the date of the holiday, without any further notification from Culture & Confiture. If this payment comes late, the reservation will be considered cancelled, implying a cancellation fee, as described on paragraph 3.

The client may pay the down payment, invoiced remainder and total price by bank card or bank transfer.

The full balance card payment will be automatically charged on the client's bank card, without notification, on the date as mentioned above.

2. TRAVELLING INFORMATION

2.1 – Administrative and sanitary formalities

Before signing up for a trip, each traveller must check that they have a valid passport and/or other document(s) (national identity card, visa, documents issued by your civil registry, authorisation to leave the country, etc) in accordance with the requirements corresponding to entering or travelling through a country.

The issuing of all documents required by the visited country's authorities will be at the client's expense (identity documents, authorisations, visas and vaccines, etc). Culture & Confiture gives information about France's administrative and/or sanitary formalities for the citizens of the UK, USA, Australia, New Zealand, South Africa, Belgium and Canada on this website. Culture & Confiture provide information for reference only, and will not be held responsible for it. It is therefore highly recommended to check the list of necessary documents before leaving.

Culture & Confiture will not be held responsible for any delay or a participant's inability to present these documents in order. The consequences of failing to present these documents will entirely be at the customer's expense and if a holiday has to be cancelled, interrupted or cut short owing to the customer, it will not lead to any refund or compensation of any kind.

2.2. Information on safety and recommendation from the French ministry of foreign affairs

Culture & Confiture therefore highly recommends that clients refer to the following websites <http://www.diplomatie.gouv.fr/en/coming-to-france/> in English, and <http://www.dgcis.gouv.fr/tourisme> in French.

3. MODIFICATIONS/CANCELLATIONS MADE BY CLIENTS BEFORE DEPARTURE

Should the client have to cancel the reservation for their holiday, they must inform Culture & Confiture at the time when the relevant event occurs, by mail (postal or electronic) which Culture & Confiture shall reply to within a week. The cancellation date used for billing cancellation fees will be the one featured on the mail sent by the client.

3.1. Price scale for cancellation fees, exclusive of some specific cases (3.3)

- more than 61 days before the first day of the holiday: 30% of the total amount.
- between 60 days and 31 days before the first day of the holiday: 50 % of the total amount.
- between 30 days and 15 days before the first day of the holiday: 75 % of the total amount.
- less than 15 days before the first day of the holiday: 100 % of the total amount.

In the event of a cancellation by the client, insurance fees will not be refunded.

3.2. Price scale for partial cancellation fees, exclusive of some specific cases (3.3)

If one or more travellers of a single reservation cancel their trip, and therefore their participation to a holiday which is still going ahead, the scale of cancellation fees as seen above in 3.1 will be prorated for the client(s) cancelling his/her/their trip, regarding individualised services which will not be consumed. However, joint expenses, such as handling fees or services consumed commonly by all travellers will not be refunded. Consequently, the fraction refundable by Culture & Confiture, in the case of a partial cancellation, will only apply to individualised services which will not be consumed.

3.3. Specific cases

- When air companies, hotel owners and local providers impose cancellation or modification fees above the ones charged by Culture & Confiture described in 3.1, 3.2 and 3.4, these fees will be charged to the client.

- When several clients reserve a holiday together and one cancels his/her reservation, cancellation fees are charged to the payer, whether they are the person cancelling their trip or not.
- In the event of a cancellation, and for whatever reason, any expense external to the reservation made with Culture & Confiture, such as transfers from and back home, fees paid for visas, travelling documents and vaccines will not in any way be refunded.

3.4. Modification fees

General rule: any modification made after the reservation, whether it concerns the itinerary, the programme, the client's name, etc, will incur a supplement according to the following scale:

- More than 45 days before the first day of the holiday: €75 per person.
- Less than 45 days before the first day of the holiday: any modification made by the client is considered as a cancellation and is treated as such.

4. INSURANCE POLICIES

No insurance is included in the prices offered. Therefore, it is recommended that the client subscribes to an insurance contract covering the consequences of some cases of cancellation, and to an assistance contract covering repatriation, in the case of an accident or illness.

To this purpose, the client is recommended to take an insurance policy from April International, as can be found on www.cultureandconfiture.com (partners); the insurance contract request will have to be confirmed upon confirmation of the reservation, at the latest.

Risks covered by these policies and their cost are simply indicated by a link on the Culture & Confiture website for information purposes only. If the client takes an insurance policy out, the latter will be forwarded to the client, given that claims will be sent directly to the insurer, as per the terms and conditions of the insurance contract.

These insurance policies are not refunded in the case of a cancellation made by the client.

5. PRICES

Upon signing the reservation form, the firm and binding price is displayed in euro. However, according to law, we may have to modify our rates and programmes in these cases only:

- variations in currency rates and transport fares upon reserving.
- variations in taxes and licence fees for services provided, concerning flights notably.

6. SERVICES UNUSED OR MODIFIED BY THE CLIENT DURING THE HOLIDAY

On-land services sold by Culture & Confiture left unused by the client during the holiday (transfer, excursion, accommodation, etc) will not be refunded. Services willingly modified by the client during the holiday are submitted to the conditions of local providers: extra or replacement services will be charged directly to the client by local providers; Culture & Confiture will not in any case be held liable. Unused services will not lead to any refund.

7. LIABILITY

Pursuant to Article L.211 -17 of French Tourism Regulations (Code du Tourisme), Culture & Confiture will not be held liable for the consequences of the following events:

- Loss or theft of travel documents.
- Failing to present identity and/or sanitary documents, valid throughout your trip (identity card, passport, visa, vaccine certificate, etc) and/or documents complying with the indications given on the reservation form, to custom or check-in services. Failing to check-in at the airport (including for late boarding) will lead to 100% of the total amount of the holiday to be retained as a fee.
- Incidents or unpredictable and insuperable events caused by a third party outside Culture & Confiture such as: war, political turmoil, strikes not involving Culture & Confiture, technical incidents not involving Culture & Confiture, flight holdups, bad weather, delays (including postal delays for the reception of travel documents), breakdowns, loss or theft of luggage or other belongings. Delays caused by the aforementioned cases, and itinerary modifications which may

result from them, will not lead to any compensation at all, particularly owing to the modification of the length of the initially established programme, or being late at a correspondence. Possible extra charges due to disturbances (tax, accommodation, parking, etc) must be paid by the client.

- Cancellation due to circumstances of force majeure and/or linked to the safety of clients and/or on the orders of administrative authorities. Culture & Confiture reserves the right to modify the originally planned dates, times and itineraries if they judge that travellers safety is in danger.

8. RECONFIRMATION

Clients must confirm their flights with the air company for each flight, three days before the flight at the latest. Failing that, the flight reservation may not be maintained. Culture & Confiture will not be held liable for extra charges caused by the failure to do so.

9. CLAIMS

Except in a case of force majeure, without anticipating possible legal action, claims must be sent by recorded delivery with acknowledgement of receipt to Culture & Confiture – 11 rue Frédéric Millet 42190 Charlieu, France, as soon as possible after returning from the holiday, along with all applicable voucher copies.

The general terms and conditions follow clauses R.211-3 to R.211-11 of the French Tourism regulations.