

TOUR OPERATOR GENERAL SALES TERMS AND CONDITIONS 2022

1. ACCEPTANCE OF CONTRACT

Any reservation for stays with Vacances Bleues implies acceptance by the Tour Operator of these General Sales Terms and Conditions. Any provisions written in the documents of the Tour Operator that are contrary to these conditions shall be deemed as unenforceable.

The Tour Operator agrees to offer the tourist services reserved through Vacances Bleues to its customers under its own name and on its own behalf, and shall be responsible for the contract that binds it to its customers.

2. RESERVATION AND MONITORING OF SALES

Within a maximum of 30 days before day 1 of the stay, the Tour Operator must send Vacances Bleues the final list of names with the following information: site reserved, name of the guests, date and time of arrival and departure, type of accommodation, distribution of rooms and any other additional services. Any delay in the sending of this list may result in the cancellation of the rooms reserved.

Vacances Bleues reserves the right to stop the sales at any time, according to the availability of the apartments and the sales of the Tour Operator. Upon receipt of an order to "stop sales", the Tour Operator must send a Rooming List with all of the confirmed reservations (not tentative) within 48 hours.

Beyond this period, Vacances Bleues will not be able to confirm additional reservations. The Tour Operator cannot, in any case, refuse an order to "stop sales" sent by Vacances Bleues.

3. AVAILABILITY OF ROOMS

On the day of arrival, Vacances Bleues agrees to make the rooms available to the customers of the Tour Operator between 5 pm and 7 pm. In the case of an arrival outside of this time frame, THE CUSTOMER MUST CALL the reception desk in order to confirm the day and time of arrival. For any arrival before 5 pm and after 7 pm, Vacances Bleues reserves the right to refuse access to the accommodations. The rooms must be vacated by 10 am on the day of departure. If the room is not vacated by this time, the customer may be billed for an additional night. THIS INFORMATION MUST BE STATED ON THE VOUCHER PROVIDED TO THE CUSTOMER.

4. BILLING AND TERMS OF PAYMENT

Rates

The rates are all inclusive and are not broken down by item. The rates are set according to economic conditions and can be revised in the case of a change in the economic situation or the entry of new regulations into force. A free stay is granted for groups of 20 paying persons or more, the first night in a single room for the Tour Leader or the chauffeur.

Commissions

The prices indicated are net of commission. Payment

Vacances Bleues issues its invoices under the name of the Tour Operator and sends its invoices directly to the Tour Operator. The Tour Operator is the exclusive debtor of the invoice issued by Vacances Bleues and payment of said invoice is independent of the payment of possible invoices issued by the Tour Operator to its sales network or to its customers.

A **deposit of 30%** is requested at the time of making the reservation.

Note: only payment of this deposit validates confirmation of the stay. If the deposit is not paid, Vacances Bleues is not obligated to hold the reservation for the given dates.

Payment of the balance, that is, the remaining 70% shall be paid within a maximum of 60 days before the arrival of the group. In the event that the Tour Operator has not paid the balance by the date agreed, it shall be considered that the stay has been cancelled and, in that case, the Tour Operator shall be billed for the cancellation costs according to the terms set out below.

On the day of arrival at the hotel reception, a voucher shall be signed by both the Tour Operator and the manager of the accommodation, which

shall serve as proof of the services invoiced. The Tour Operator shall remain responsible for paying the individual services (extras) that have not been paid at the time of its customers' departure.

When making payments, the references numbers on the invoices issued by Vacances Bleues made must be indicated.

Once the aforementioned deadline for paying the invoice has passed and the invoice still remains unpaid, Vacances Bleues reserves the right to refuse accommodation as well as any new reservation for any of the Tour Operator's customers at its establishment.

In case of refusal to pay or persistent delay in the payments, Vacances Bleues may automatically terminate this present contract by operation of law. The amounts due and not paid shall remain payable, as well as any possible collection fees for said amounts.

5. CANCELLATION POLICY

Vacances Bleues must be promptly informed, by means of email or fax, of any cancellation of reservation. The official date of receipt of the cancellation shall be used for calculating the compensation due to Vacances Bleues, in accordance with the following conditions.

TOTAL CANCELLATION OF THE GROUP FOR PACKAGE STAY AND CANCELLATION OF ONE OR MORE GUESTS

More than 91 days before the start of the stay of the group:

5% of the total amount of the stay

Between 90 and 61 days before the arrival of the group:

15% of the total amount of the stay

Between 60 and 31 days before the arrival of the group:

30% of the total amount of the stay

Between 30 and 7 days before the arrival of the group:

70% of the total amount of the stay

Between 7 and days before the arrival of the group:

15% of the total amount of the stay

Less than 7 days before the start of the stay

6. POLICY ON RELEASE FROM BOOKING COMMITMENT

The allotments made available to the Tour Operator are subject to a period of 7 days for release from booking commitment.

If a reservation has not been received by the deadline for release from the booking commitment, Vacances Bleues reserves the right to make the room(s) available again, after having informed the Tour Operator of this.

7. TRANSFER

The Tour Operator shall refrain from transferring all or part of the allotments granted by Vacances Bleues to any third party, regardless of whether or not it is a subsidiary of the same group.

8. JURISDICTION

The parties choose their respective company headquarters as their address for service. The laws of France shall be the only laws applicable and the jurisdiction shall be that corresponding to the company headquarters of the company Diffusion Tourisme SAS.

In the event that the company should go out of business or change its business name, the Tour Operator guarantees that it shall inform Vacances Bleues of the situation and that all the terms of the agreement shall be respected.

9. REGISTRATION

DIFFUSION TOURISME, 32, rue Edmond Rostand – 13006 Marseille – a French simplified limited liability company with a capital of € 914,694 – registered at the Trade and Companies Register of Marseille under the number B 421 866 344 – SIRET Registration No. 421 86 344 00128 – APE (Business Identifier Code): 7911Z