

GENERAL CONDITIONS OF SALE – ION CLUB HOLIDAYS

The terms and conditions of sale are governed by the provisions of articles R211-3 to R211-11 of the French Tourism Code relating to "Sales contracts for travel and holidays", as amended by Decree no. 2009-1650 of 23 December 2009, which are reproduced in full below.

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 stay services must be accompanied by appropriate documents which comply with the rules laid down in this section. In the case of the sale of air tickets or tickets for regular air services not accompanied by services related to this transport, the seller shall deliver to the purchaser one or more passenger 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. Separate invoicing of the various components of a tourist package does not exempt the vendor from his obligations under the regulatory provisions of this section.

Article R211-3-1: The exchange of pre-contractual information or the provision of contractual terms and conditions shall be carried out in writing. They may be made by electronic means under the conditions of validity and exercise provided for in articles 1369-1 to 1369-11 of the French Civil Code. The name or company name and address of the seller, together with details of his registration in the register provided for in item a of article L. 141-3 or, where applicable, the name, address and registration details of the federation or union referred to in the second paragraph of article R. 211-2.

Article R211-4: Prior to the conclusion of the contract, the seller must provide the consumer with information on the prices, dates and other constituent elements of the services provided as part of the trip or stay, such as:

- 1° The destination, means, characteristics and categories of transport used;
- 2° The type of accommodation, its location, its level of comfort and its main characteristics, its certification and tourist classification in accordance with the regulations or customs of the host country;
- 3° The catering services offered;
- 4° A 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 Member State of the European Union or of a State party to the Agreement on the European Economic Area, particularly in the case of border crossings, and the time limits for completing them;
- 6° The visits, excursions and other services included in the package or available at an additional cost;
- 7° The minimum or maximum size of the group enabling the trip or stay to be carried out 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 less than twenty-one days before departure;



8° The amount or percentage of the price to be paid as a deposit on conclusion of the contract and the schedule for payment of the balance;

9° The price revision arrangements as provided for in the contract in application of 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 of an insurance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain specific risks, in particular the cost of repatriation in the event of accident or illness;

13° When the contract includes air transport services, the information, for each flight section, provided for in articles R. 211-15 to R. 211-18.

Article R211-5: The prior information given to the consumer is binding on the seller, unless the seller has expressly reserved the right to modify certain elements of the information. In this case, the seller must clearly indicate the extent to which this change can be made and on what elements. In any event, changes 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 of which is given to the buyer, and signed by both parties. When the contract is concluded by electronic means, Articles 1369-1 to 1369-11 of the French Civil Code are applied. The contract must include the following clauses:

1° The name and address of the seller, its guarantor and its insurer, and the name and address of the organiser;

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 under the regulations or customs of the host country;

5° The catering services offered;

6° The itinerary in the case of a tour;

7° The visits, excursions or other services included in the total price of the trip or stay;

8° The total price of the services invoiced, as well as an indication of any revision of this invoicing under the provisions of article R. 211-8



9° An indication, where applicable, of the fees or taxes relating to certain services, such as landing, disembarkation or embarkation taxes in ports and airports, and tourist taxes when they 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 purchaser 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 be carried out.

11° Any special conditions requested by the purchaser and accepted by the vendor;

12° The terms and conditions under which the purchaser may submit a complaint to the vendor for non-performance or poor performance of the contract, this complaint must be sent as soon as possible to the vendor, by any means that allows to obtain an acknowledgement of receipt, and, where applicable, notified in writing to the travel organiser and the service provider concerned;

13° The deadline for informing the purchaser in the event of cancellation of the trip or stay by the vendor in the event that the completion of 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 of the risks covered and the amount of cover under the insurance contract covering the consequences of the seller's professional civil liability;

17° Details of the insurance contract covering the consequences of certain cases of cancellation taken out by the buyer (policy number and name of insurer) as well as details of the assistance contract covering certain specific risks, in particular repatriation costs in the event of accident or illness; in this case, the vendor must provide the purchaser with a document specifying at least the risks covered and the risks excluded;

18° The deadline for informing the vendor in the event of transfer of the contract by the purchaser;

19° The commitment to provide the purchaser, at least ten days before the planned date of 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 bodies likely to be able to help the consumer in case of difficulty or, failing that, the telephone number enabling urgent contact to be established with the seller;

b) For trips and stays of minors abroad, a telephone number and address enabling direct contact to be made with the child or the person responsible for the child's stay on site;



20° The cancellation clause and the right to reimbursement without penalty of sums paid by the purchaser in the event of failure to comply with the information obligation set out in point 13° of article R. 211-4;

21° The commitment to provide the purchaser with the departure and arrival times in good time before the start of the trip or stay.

Article R211-7: The purchaser may assign his contract to an assignee who fulfils the same conditions as he does for taking the trip or stay, as long as the contract has not produced any effect. Unless otherwise stipulated by a more favourable provision for the transferor, the latter must inform the seller of his decision by any means allowing him to obtain an acknowledgement 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. Under no circumstances is this transfer subject to prior authorisation by the seller.

Article R211-8: When the contract includes an express possibility of price revision, within the limits provided for in article L. 211-12 it must state the precise methods used to calculate price variations, both upwards and downwards, and in particular the amount of transport costs and related taxes, the currency or currencies that may affect the price of the stay or trip, the proportion 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 stated in the contract.

Article R211-9: When the vendor is obliged, before the departure of the purchaser, to make a change to one of the essential elements of the contract, such as a significant increase in the price, and when he fails to comply with the obligation to provide the

information mentioned in point 13° of article R. 211-4 the purchaser has the possibility, without prejudice to any claims for compensation for any damage suffered, and after having been informed by the vendor by any means enabling an acknowledgement of receipt to be obtained :

- either to cancel his contract and obtain immediate reimbursement without penalty of the paid sums,
- or to accept the modification or substitute trip proposed by the vendor; an amendment to the contract specifying the modifications made is then signed by the parties; any reduction in price is deducted from any sums still owed by the purchaser and, if the payment already made by the latter exceeds the price of the modified service, the overpayment must be returned before the date of departure.

Article R211-10: In the case provided for in Article L.211-14 when the vendor cancels the trip or the stay before the departure of the purchaser , he must inform the purchaser by any means that allows him to obtain an acknowledgement of receipt; the purchaser, without prejudice to any claims for compensation for any damage suffered, obtains from the vendor the immediate reimbursement, without penalty, of the sums paid; in this case, the purchaser receives compensation at least equal to the penalty that he would have paid if the cancellation had occurred by him on that date. The provisions of this article shall in no way prevent the conclusion of an amicable agreement with the purpose of acceptance by the buyer of an alternative trip or stay proposed by the seller.

Article R211-11: If the seller is unable, after the purchaser's departure, to provide a major part of the services provided for in the contract, representing a significant percentage of the price paid by the purchaser, the seller must immediately take the following measures, without prejudice to any claims for compensation for damage suffered:



- either offer replacement services for those provided by possibly supporting any additional price and, if the services accepted by the buyer are of inferior quality, the seller must reimburse him the difference in price upon his return;

-or, if the vendor is unable to offer any replacement services or if these are refused by the purchaser for valid reasons, provide the purchaser, at no additional cost, with transport tickets for the return within conditions that can be deemed equivalent either to the place of departure or to another place accepted by both parties.

The provisions of this article shall apply in the event of failure to comply with the obligation laid down in point 13° of article R. 211-4.

