

Terms and Conditions of Sale and Use of the Site

Updated on 8 March 2024 - This edition cancels and replaces previous versions

Publisher and hosting

H-RESA is a limited liability company with registered office at 2871, avenue de l'Europe 69140 Rillieux-la-Pape, France, registered in the Trade and Companies Register of Lyon under the number 792 780 314 and registered with Atout France under the number IM069130011 (hereinafter: "H-RESA"). The financial guarantee for H-RESA is provided by GROUPAMA, 132, rue des Trois Fontanot 92000. H-RESA has taken out insurance to cover its professional civil liability with MMA IARD SA - 14 boulevard Marie et Alexandre Oyon, 72 030 Le Mans, Cedex 9, France, for an amount of €5,000,000 per claim and per year, including all damages.

As an IT application supplier, H-RESA publishes, manages and markets a booking site dedicated to travel agencies and tour operators (hereinafter "Professional"). The purpose of the H-RESA booking engine is to search, compare and book the accommodation services offered on the Site.

1. Purpose and scope of the terms and conditions of sale

The services marketed by H-RESA on the site www.h-resa.com (hereinafter: the "Site") are the subject of these terms and conditions of sale. These terms and conditions of sale govern the sales of stays. Prior to using or making a booking on the site, it is essential to take note of these special terms and conditions of sale. When opening an agency account and each time a booking is made, the Professional confirms that it has read these conditions.

2. Use of the Site

The Site offers a booking platform for travel services, such as overnight hotel stays, car rental and transfers (hereinafter "Products"). The Site publishes descriptions of the Products and their availability. The Site is a technical interface allowing the Professional to book the Products and to organise stays. The Site is intended for travel agencies and tour operators (hereinafter, "Professional") and is subject to these terms and conditions of sale.

The Professional expressly acknowledges and accepts that the Site is intended exclusively for professional usage. It agrees that it is making reasonable and normal use of it, which is not likely to cause any damage to H-RESA. It undertakes not to hinder or harm the operation of the Site. The Professional undertakes not to use the Site for illegal or prohibited purposes. The Professional is warned that it is impossible to guarantee a continuous service. Modifying, reproducing, duplicating, copying, selling, reselling the Site or exploiting it for commercial or non-commercial purposes, outside the limits established in these terms, is forbidden.

The Professional undertakes to inform H-RESA immediately (i) of any infringement of the Site or anything which could be described as such caused by third parties of which it has knowledge and (ii) of all loss or destruction of data as well as any malfunctions of the Site, even if it is not a blocking malfunction. H-RESA is subject to an obligation of means and shall not be liable for any malfunction of the Site.

H-RESA grants a right to use the Site, which is non-exclusive and non-transferable. The granting of the right of use does not entail any transfer of ownership. The right of use is only granted to the Professional from the opening of the account. H-RESA does not guarantee that the Site will be free of error and all malfunctions. Under reservation of the mandatory legal provisions to the contrary, H-RESA shall not, in any case and circumstance, be responsible for any indirect damage resulting from the use or an inability to use the Site. The Professional shall bear the sole risk associated with the use of the Site. In no case shall H-RESA be held responsible for the possible loss of turnover, of profits or consequential costs indirectly suffered by the Professional as a result of the use of the Site or any malfunctions that may occur. As a result, the Professional is solely responsible for the operations it carries out while using the Site.

H-RESA reserves the right, at any time and without prior notice, to refuse or suspend access to the Site on legitimate grounds, in particular in the event of non-payment of bookings. H-RESA may suspend access to the Site, without prior notice, without any claim for compensation, in the event of non-payment, cessation of payment, legal recovery or serious breach of contract.

3. Booking & Definitions

3.1 Definitions

End Client refers to the client of the Professional.

Order refers to an order through which the Professional asks H-RESA to book travel services offered on the Site. The booking shall be considered confirmed and definitive once the confirmation email lists the travel services selected and validated by the Professional.

The Travel Provider refers to service providers involved in the provision of the accommodation services offered on the Site.

Product refers to the travel services offered for sale on the Site.

Professional refers to the travel agency or tour operator, duly registered, and holder of an agency account with H-RESA.

Booking refers to any order that the Professional makes on the Site for an End Client and associated with a booking number.

Stay refers to the accommodation service without transport services offered on the Site chosen by the Professional on behalf of an End Client. This service is sold to the End Client without being combined with additional services purchased on another site.

3.2 Roles of H-RESA

With regard to the availability of the Site, H-RESA is an IT provider and is subject to an obligation of means.

In terms of the sale of Stays sold without transport, the Professional and H-RESA are responsible for the proper performance of the travel services planned in the contract in conformity with the provisions of the French Tourism Code (code de tourisme). In no case may H-RESA be held liable for circumstances of force majeure, for the actions of third parties not involved in the provision of the planned services or for poor execution due to circumstances attributable to the Professional and/or the End Client.

3.3 Role of the Professional and the End Client

The Professional makes a booking on behalf of the End Client from the Site. It remains solely liable to the End Client. In addition, it is the Professional's duty of information and advice to ensure the correct selection of departure dates, the Product and the correct provision and spelling of the personal information relating to the End Client. H-RESA shall not be held liable if the Professional has provided incorrect contact details or information at the time of booking. Any negligence on the part of the Professional shall not be attributable to H-RESA.

H-RESA shall not be liable for booking errors attributable to the Professional or caused by exceptional and unavoidable circumstances. Furthermore, the Professional must inform H-RESA of any particular circumstances concerning the End Client that may affect the progress of the trip (persons with reduced mobility with or without a wheelchair, presence of an animal, etc.) in accordance with the terms and conditions of sale, in writing and prior to making any booking. When a stay is purchased from H-RESA, the Professional must inform the End Client of his/her obligation to report any non-conformity immediately and not upon return. It is the responsibility of the Professional making the booking in the name and on behalf of the End Client to provide full and clear information on the specific border crossing formalities that the End Client must comply with in the destination country.

When a stay is purchased from H-RESA, the Professional/the End Client are obliged to report any non-conformity immediately and not upon return. If a problem arises, it is the responsibility of the End Client to contact the relevant service provider. It is the responsibility of the End Client to respect all security rules and instructions. The End Client must exercise common sense, prudence and caution when taking part in activities. It is the responsibility of the End Client to respect the rules of the hotels in which he/she stays and not to act in an uncivil manner during the trip. Failing this, the hotel operator and/or H-RESA shall be entitled to interrupt the End Client's stay as a result of his/her misconduct. In such a case, the End Client shall have a right to neither a refund nor compensation and will bear all fees associated with the interruption of his/her trip alone.

H-RESA provides a toll-free number for End Clients to call to ensure the proper performance of their contract or to process a complaint, to complain about any non-compliance or to request assistance if the End Client is experiencing difficulties on site. The End Client must report any non-conformity found while still at the location as soon as possible in light of the circumstances of the case. For this reason, H-RESA recommends that End Clients report any failure in the performance of the contract to the appropriate H-RESA representative in writing and by telephone by calling the emergency number on their travel documents. The End Client is also obliged to inform H-RESA using the above-mentioned number/email. Failure to report a non-conformity on location will have an impact on the processing of any claim submitted subsequently, on the possible amount of damages or price reduction due (if any) if the timely reporting could have prevented or reduced the damage of the End Client.

3.3 Roles of H-RESA and of the Professional in the sale of Stays

In the context of booking a hotel stay, the Professional and H-Résa take joint and several responsibility. The Professional has a responsibility i) in the choice of the services included in the Basket and ii) in the information provided to the End Client. H-RESA has a responsibility as an organiser within the meaning of the French Tourism Code. H-RESA provides the details on the Site as pre-contractual information. However, the obligation to provide pre-contractual information to the End Client lies with the Professional, particularly with regard to border crossing procedures. Because of its direct relationship and proximity to the End Client, the Professional is the privileged actor in the contractual relationship. This joint and several liability also implies that the Professional has sold the End Client the Stay without any additional services. If the Professional adds an additional service (not sold by H-RESA) to the Stay sold by H-RESA, the Professional will remain solely responsible to the End Client. If the Professional cancels any of the services included in the Basket, H-RESA's liability will correspond to the non-cancelled travel service and H-RESA will no longer be liable as a tour organiser, in accordance with the applicable regulations.

4. Prior information

In order for the Professional to fulfil its obligation to provide prior information, H-RESA provides the Professional with the descriptive sheets appearing on the Site and/or the quote and/or other information appearing on the Site, the terms and conditions of sale as well as the standard information forms summarising the rights of the traveller intended to provide information to clients. As an annex to these terms and conditions of sale, H-RESA publishes the model form which includes the essential rights provided for by the French Tourism Code (the Professional must fill in the part concerning its status as a retailer). The purpose of these documents is to inform the End Clients, prior to the conclusion of the travel contract between the Professional and the End Client. The Professional must send these details to the End Client so that he/she can refer to the description of the holiday purchased. It is expressly understood that H-RESA may make changes to the information on the Site, in particular to the price and content of the services, as well as to the opening and closing dates of the hotels, to the itineraries of the tours, to the minimum number of people required for the trip, etc. The Site is updated several times a day and the prices displayed may change according to the updates. The applicable price is the price in force at the time of booking the relevant travel service and for which confirmation is given to the Professional before final acceptance.

5. Booking

5.1 Booking process

Once the Professional submits a booking request on the Site, H-RESA sends the Professional a confirmation email. This confirmation email will summarise the essential details (the service booked, price, quantity, date of travel, identity of the traveller etc.) relating to the booking request submitted by the Professional. If no such document is provided, the booking will not be taken into account. The order and the order confirmation are considered to be received when the parties to whom they are addressed can access them either by email or from the Professional's account.

The Professional must ensure that it has received the confirmation email and regularly check its email inbox, in particular by checking the "Spam" or "Junk mail" sections. If the Professional chooses Products by mistake or if it shares incorrect details in a booking request, H-RESA shall not be held responsible. All email addresses must be valid at the time of booking. H-RESA shall not be liable for any negligence or carelessness on the part of the Professional.

5.2 How to make a booking

The Professional acts in the name and on behalf of the End Client. The booking process on the Site is as follows:

- The Professional shall select the service(s) of its choice, in accordance with the discussions the Professional has with the End Client;
- It shall fill in the information requested and necessary for the End Client's booking;
- It shall check the contents of its booking;
- Depending on the payment method offered by H-RESA, the Professional selects the payment method;
- By clicking on the button for validation and payment, the Professional declares that it fully and unreservedly accepts the entirety of these terms and conditions of sale;
- It definitively confirms the booking by payment or with an option (if the option is possible). From this point on, the Professional is bound to H-RESA.
- The booking is effective once H-RESA has generated a file number and is able to verify availability with the Travel Provider.
- If the requested service is available, H-RESA will send an email with the essential details of the booking. Unless expressly stated otherwise, the booking confirmation email constitutes the contract with the Professional. If no such document is provided, the order will not be taken into account.
- This email confirms receipt of the booking and H-RESA will send the Professional the travel documents and the amount will be debited.
- If the service ordered is not confirmed by the Travel Provider, H-RESA will send the Professional an email informing that the booking is being processed or validated. This email is for information only and does not constitute a contract. H-RESA shall endeavour either to confirm the booking or to propose a new offer to the Professional that is as close as possible to the initial booking and, if the Professional does not accept the new offer, H-RESA shall refund the amount previously paid. If the offers are accepted by the Professional, H-RESA will send the Professional the travel documents.
- All travel documents for products sold on the Site are issued in electronic format and are also available in the Professional's customer area. The Professional must ensure that it has received the confirmation email and, to this end, must regularly check its email inbox, in particular by checking the "Spam" or "Junk mail" sections. The Professional is responsible for the correct submission of the information and travel documents relating to the booking to the End Client. H-RESA cannot be held responsible for the failure to provide information and travel documents. H-RESA shall not be liable for any negligence or carelessness on the part of the Professional.

5.3 Special requests

The Professional must inform H-RESA of any need for assistance (person with reduced mobility, pathology requiring adaptation of the accommodation, etc.) with regard to the End Client. The Professional must send H-RESA a written request for a specific product (e.g. special meals, equipment for people with reduced mobility, baby bed, etc.). The Professional must make the request by email or via the online contact form on the Site. Any special request is considered as a modification of the booking. H-RESA must inform the Travel Provider of the feasibility of the special request. H-RESA does not guarantee that these requests will be met. If the request is refused by the Travel Provider, H-RESA cannot be held responsible. The charges for special requests

shall be incurred on a case-by-case basis, depending on the Travel Provider. To this end, depending on the request, H-RESA will be required to send an estimate relating to the special request and requiring the Professional's written approval. Travel documents will only be issued upon final validation of the special request.

5.4 Travel documents

For all confirmed bookings, H-RESA will send the Professional an electronic voucher (e-voucher) reminding it of the essential details of the booking. Only the services mentioned exclusively on the e-voucher are included in the price of the service. The Professional must inform the End Client that this voucher must be presented to the hotel reception on the day of arrival.

6. Terms of purchase

6.1 Prices and payment

6.1.1 Prices - The prices published on the Site are net rates, calculated according to the number of nights. These prices are only valid for a maximum of nine travellers. The prices published on the Site do not apply to groups (a group is considered to be a booking comprising a minimum of ten passengers). Travel Providers reserve the right to cancel bookings that are identified as a group or to readjust the rate and cancellation conditions applicable to the group. This rule also applies if the Professional splits the group into different bookings.

Based on the prices published on the Site, the Professional may add its own margin. Based on the Professional's requests, H-RESA queries the Travel Providers in real time. When updating the offer with the Travel Provider, there may be price changes, both upwards and downwards, between the price displayed in the search and the price confirmed by the Travel Provider at the time of the final booking. H-RESA cannot be held responsible for these price differences.

For the hotel service in particular, certain taxes or additional charges may be imposed by the local authorities. In this case, the payment of these taxes will remain the responsibility of the End Client and must be paid on site. The Professional must inform the End Client of this.

6.1.2 Payment – the booking is completed once H-RESA has generated a file number. However, the booking is final upon full payment by the Professional, unless otherwise expressly agreed between the Professional and H-RESA. As payment is an essential condition of the contract, failure to pay will result in the order being cancelled. This also applies to any rejected payment, regardless of the cause. Until full payment has been received and collected, H-RESA shall not be obliged to perform its services and shall be entitled to cancel any file that has not been paid. In all cases, the Professional is responsible for payment of all agreed amounts for the products or services ordered. The following shall not be considered as releasing the debt: the provision of a bank card number until the agreement of the payment centre has been obtained, or a transfer before confirmation of the correct issue of the funds by the Professional's issuing bank. If the Professional fails to pay within the stipulated period, H-RESA is entitled to cancel the reservation made by the Professional on behalf of the End Client. In the event that payment is found to be irregular, incomplete or non-existent for any reason whatsoever, the booking will be cancelled and the resulting costs will be borne by the Professional. H-RESA shall not be liable for any price increase resulting from non-payment. This price increase must be paid in order to finalise the booking (including sending the travel documents). These rules apply to all Professionals.

6.1.3 Payment methods - H-RESA offers several payment methods, depending on the Professional's file and/or the product in question:

- Bank cards of the Professional only; it is strictly forbidden to use the bank card of the End Client to pay the file. If the Professional breaches this rule and makes the payment using the End Client's bank card, the Professional assumes the risk of non-payment and fraud linked to this means of payment. H-RESA shall not be liable for any non-payment or fraud related to this payment method.
- Bank transfer: H-RESA accepts payment by bank transfer in euros only. The transfer must be confirmed by the issuing bank. This transfer confirmation must be sent to the accounting department by email, whose contact details will be provided at the time of confirmation of the booking. This transfer confirmation must specify the relevant surname, first name and reservation number. It must be submitted before the day on which the option date expires; the option being defined as the date by which the booking file is closed. H-RESA may require a bank transfer as an alternative to the payment of the booking, in particular for any payment by bank card issued from a bank outside France. Please note: transfer costs are payable by the client.
- SEPA inter-company direct debit (previous opening of an account within the H-RESA accounting system and conditional on a framework contract): this direct debit is subject to a specific procedure. For any information, the Professional must contact the accounting and sales departments of H-RESA.

6.1.4 Security in credit card payment operations - The Professional must enter all the information that appears on the payment card for each purchase made from the Site. This information is only kept in H-RESA's files for the time necessary to finalise the contract (from payment to possible tax refunds). All information is encrypted on H-RESA's secure server. The Professional

authorises H-RESA to use the payment card information to (i) purchase the requested services and process the related charges, (ii) forward to the Travel Provider in order to complete the booking, (iii) pay for insurance and tourist assistance, if applicable, (iv) process authorised refunds and (v) charge fees relating to (a) the modification of the booking or (b) the refund of taxes.

6.1.5 Rejected payments - H-RESA reserves the right to pass on charges for rejected payments.

6.1.6 Recovery - In case of late payment, compensation calculated on the basis of three times the legal interest rate in force as well as fixed compensation for recovery costs of 40 euros shall be payable in accordance with Article L 441-6 of the French Commercial Code (code de commerce). This fee will be in addition to a late payment penalty.

6.1.7 Derisory price - Pursuant to Article 1169 of the French Civil Code, if the price displayed on the website is "derisory", H-RESA may cancel the file, based on the principle that the Professional or the End Client cannot expect to benefit from this price, which is the result of a display error, and which is unreasonably low in relation to the real value of the goods.

6.1.8 Fraud and non-payment by the End Client - The Professional shall bear all the consequences of fraudulent and non-paying transactions. It undertakes to honour all fraudulent and unpaid transactions made from the Site.

6.2 Refunds

Refunds will be made to the payment method used at the time of purchase.

7. Modification and Cancellation by the End Client

7.1 Procedure

The Professional shall inform H-RESA of any request for modification or cancellation. All requests for modifications or cancellation can be made by email. Modification of the stay implies a cancellation of the initial booking in favour of a new booking. The cancellation costs and the difference in price of the new booking are to be borne by the Professional. H-RESA will confirm the modification and/or cancellation by email. If no such document is provided, the Professional's request will not have been taken into account and the H-RESA customer service department must be contacted.

Any modification on site (extension of the stay, delayed or early return, change of hotel, etc.) at the request of the Professional and/or the End Client will be subject to the prior agreement of H-RESA. Any modification will be subject to the availability of the Travel Provider and the payment by the Professional and/or the End Client of the price difference. -

The Professional may also cancel the booking up to the day before departure by informing H-RESA. If not, the booking will be treated as still valid. The booking will be due in full and therefore, on the day of departure, the booking is non-refundable, non-cancellable and non-modifiable. In the event of a no-show on the date indicated on the voucher and in the absence of a request for cancellation, the booking remains due in full. No-shows will incur a charge equivalent to the amount of the booking.

Cancellation is subject to applicable charges from the Travel Provider. These costs are defined in the offer description. If the product booked is subject to a cancellation fee, the Professional may either make a cancellation request on the Site or make a cancellation request by email to H-RESA. These fees will be communicated by H-RESA. The date on which H-RESA confirms receipt of the cancellation request will be used to calculate the cancellation fee.

The Professional (and/or the End Client) also has the option of cancelling the stay before the departure date without paying cancellation fees if exceptional and unavoidable circumstances arise at the destination or in its immediate vicinity which have a significant impact on the performance of the contract, it being understood that the assessment of the occurrence of these circumstances will be based on objective details.

In the event of a cancellation request made on the Site, an email confirming the cancellation will be sent automatically to the Professional. If cancellation cannot be made from the Site, the Professional must send an email to H-RESA which will confirm the cancellation and the related fees by email. Cancellation will only be effective upon payment of the relevant fees.

In the event of cancellation or modification by the Professional and after deduction of the amounts due to H-RESA (taxes, cancellation/modification fees, insurance) and to the Travel Provider, H-RESA will reimburse the Professional, within a reasonable period of time, all amounts previously paid, in accordance with the cancellation conditions published on the Site. Cancellation or modification of the booking for any reason whatsoever does not exempt the Professional from payment of the sums due to H-RESA. In the event of cancellation or modification, the fees of H-RESA, the Travel Provider, insurance and guarantees sold are never refundable.

If the Professional and/or the End Client contacts the Travel Provider directly to cancel or change the booking, H-RESA shall not be liable for the consequences of any such requests made directly to the Travel Provider.

7.2 Modification and cancellation fees

Fees applicable to all products by file	
Actions	Fees
Modification/Hotel	Free
Cancellation/Refundable hotel	Free
Cancellation/ non-refundable hotel *	€15

Depending on the product sold, there may be exceptions to the modification and cancellation conditions defined above. H-RESA will advise of such circumstances on a case-by-case basis when processing the request for change or cancellation. The fees charged by H-RESA are in addition to the Travel Provider's fees. In case of cancellation or modification, insurance, booking and service fees (including modification and cancellation fees) are never refundable. For Hotel Products, only the Travel Provider's terms and conditions will apply. These are communicated at the time of booking.

* Contractually, the product sold is not refundable but following the intervention of H-RESA, the Professional will obtain a refund of the cancelled service. In this case, H-RESA will apply an administration fee for negotiating the cancellation with the Travel Provider.

8. Modification and cancellation of the contract by H-RESA before departure

8.1 Modifications made by H-RESA before departure

If, prior to departure, an external event forces H-RESA to modify an essential aspect of the contract concluded with the client, H-RESA will notify the Professional by any means that allows an acknowledgement of receipt to be obtained, as quickly as possible, and will propose either a modification to the trip or a substitute trip. The Professional shall inform the End Client so that the proposed modification may be either accepted or the contract terminated. The Professional must inform H-RESA of the choice made in writing. Professionals who choose to terminate the contract may obtain a full refund of the sums paid. Unless otherwise indicated, the Professional must notify H-RESA of the decision (acceptance of the modification or cancellation) as soon as possible after receiving the above information. In urgent cases, H-RESA will enforce a response time. If no response is received within the time limit, the client will be deemed to have accepted the proposed modification. In general, H-RESA is entitled to make "minor" changes to non-essential aspects of the contract. In such cases, H-RESA will inform the Professional, who will not be entitled to terminate the contract on this basis).

8.2 Cancellation by H-RESA before departure

H-RESA may cancel the contract before departure and, in the absence of an alternative solution at the applicable rate, refund all amounts paid without additional compensation, if H-RESA is prevented from performing the contract due to exceptional and unavoidable circumstances.

9 Assigning the contract

The End Client may transfer his/her contract (except for specific products) to a third party, provided that i) the contract has not been terminated ii) the cancellation conditions of the product booked and the conditions of the Travel Provider are met and iii) H-RESA is informed in writing no later than 7 days before the start of the trip, indicating precisely the names and addresses of the person(s) to whom the contract is transferred and the participant(s) in the trip and proving that they meet the same conditions for taking the trip (in particular for children who must be in the same age group).

A new contract will be drawn up in the name of the transferee. The assignment of the contract shall in any case result in an administrative assignment fee of €50 per person payable to H-RESA as well as any additional costs incurred by H-RESA as a result of the assignment. This article does not apply to the "transfer" Product.

10. Stay

10.1. Duration

The duration of the stay at the hotel is that defined on the e-voucher. The price of a stay is calculated according to a number of nights. An overnight stay refers to the period during which the rooms are available, which varies from hotel to hotel. The End Client will take possession of and return the room in accordance with international hotel practice and no claim or request for reimbursement from the End Client in this respect will be considered.

The Professional must inform the End Client that it is imperative that the End Client informs the hotel in the event of a late arrival (after 6pm). In general, the Professional must inform the End Client of all the specifics related to the booked Product (e.g. for all seasonal rentals or flat rentals, the Professional must inform the End Client of the arrival time which will be defined on a case-by-case basis, the arrangements for handing over the keys or obtaining a code, etc.).

10.2. Room types

Double room: room for double occupancy, regardless of its layout. Please note: the concept of a double room does not mean that the room in question has a double bed. If no further details are given, the room may be made up of a double bed or two separate single beds.

If, on the other hand, the bed type is indicated in the name of the room, then it is guaranteed by the hotel operators (example: Double room/ Double bed). The same applies to the rooms with specific names (e.g.: Double room patio view).

Single or individual room: This is a room for individual use, i.e. for one person only. In principle, this refers to a double room which is available for single occupancy (the rate is lower than for double occupancy). However, some hotel operators have 'real' single rooms, which may be smaller, less well located and have a single bed.
Triple room: This is a room which can accommodate up to three people. In principle, this is a double room with a sofa prepared as a bed, or a room with an extra bed. However, some hotel operators have "real" triple rooms, equipped with 3 single beds or 1 double and 1 single bed. Please note: the rate offered for a triple room sometimes excludes the extra bed. This is stated in the description of the hotel. This avoids the need to pay a single room supplement, but has some disadvantages such as limited space or a folding bed.
Quadruple room: This is a room which can accommodate up to four people. Its composition differs depending on the hotel (e.g.: 1 double bed and 2 single beds or 2 double beds).
Studio: It is a one-room flat with a kitchenette. The toilet and bathroom are in a separate room.
Flat: It is accommodation consisting of a living room including the kitchen, and a bedroom separate from the living room (at least). The toilet and bathroom are in a separate room.

The "family" room consists of one or two rooms (this varies depending on the establishment) and a shared bathroom or shower, with a maximum capacity of five people (with the addition of extra beds or bunk beds). Connecting rooms may be available in some establishments (sometimes with an extra charge) in limited numbers, which are allocated to families with children as a priority and on request. The request for the "connecting" room must be made expressly to H-RESA to check feasibility and availability with the hotel.

The results may display a variety of room choices, particularly in the titles. Despite the different descriptions, their status is often the same.

In every hotel, there are rooms that are less well located, sold at the same price as the others. H-RESA cannot guarantee the location of the room. Depending on the hotel, the use of air conditioning in the rooms may be subject to timetables and date windows (usually from 1 June to 15 October). A hotel described as sea-facing does not mean that all rooms have a view of the sea.

Regarding sea view rooms, this does not always mean a room with a 100% sea view. The view may be lateral and sometimes slightly obstructed.

The "Eco", "Economic" or "Basic" rooms are ranges of rooms with an attractive price but with relative or even degraded comfort levels (location, little light). The Professional must inform the End Client of the choice of these product ranges and the End Client may not claim compensation for the degraded comfort level if this information is known before the booking is confirmed.

Please note that "Shared BED" in some hotels means that the child (who may be an adult) shares the bed(s) of both adults. On site, at the request of the End Client, an additional bed may be provided depending on the availability of the hotel (a supplement may be charged on site).

10.3. Classification of hotels

The level of comfort attributed to the hotels in the description corresponds to a classification established with reference to the local standards of the host country published by the local ministries of tourism, and which may therefore differ from French standards or those of the country of registration. Within the same category, the level of comfort can vary from one hotel to another.

10.4. Meals

Hotels offer different packages. The most usual are as follows:

All Inclusive All-inclusive package	This package includes accommodation, breakfasts, lunches, dinners and a selection of drinks defined by the hotel operator, generally from 10am to 10pm. All of the meals listed above can be offered as buffets or served at the table. Some alcoholic beverages may not be included in the package and will be charged by the hotel. Please note that this does not mean that everything is free. Only that listed in the description is valid. All services (drinks etc.) that are not listed in the description are not included in the booked package. In addition, the drinks included in the package are only those available on site.
Full board	This package includes accommodation, breakfasts, lunches and dinners. It does not include drinks, unless otherwise indicated in the descriptions of the travel services.

Half board	This package generally includes accommodation, breakfasts and dinners accordingly, not including drinks. However, some establishments offer a half-board package including breakfast and lunch (excluding drinks).
Breakfast	This package includes accommodation and breakfast (hot drinks are included - water and fruit juice are not included).

In some countries, hotel operators do not provide drinking water and the purchase of a bottle of drinking water will be at the expense of the End Client. All additional drinks not included in the package are to be paid by the End Client to the hotel operator on site.

10.5. Activities

Although H-RESA endeavours to update the information contained in its descriptions of the free or paid activities offered on location, H-RESA cannot be held responsible in the event that the said activities are cancelled for weather reasons, in the event of force majeure, if the stay is outside the tourist season or if the number of participants required to carry out the activity is not met.

10.6. Hotel rules

By registering for a stay offered by H-RESA, travellers undertake to respect the rules of the hotels or establishments in which they are staying (in particular the rules and safety instructions) and to avoid behaving in an uncivilised manner.

10.7. Transfers

No transfers are included in the price.

10.8. Relocation and Modification of Hotels

The Travel Provider or H-RESA may be obliged, for a number of legitimate reasons (force majeure, exceptional circumstances, act of a third party, act of the client, etc.) to substitute the hotel initially booked with another hotel of the same category offering equivalent services. Where possible, the End Client will be notified in advance. If H-RESA is unable to provide an alternative travel service, H-RESA will be obliged to cancel the booking. This cancellation will be based on an exceptional and unavoidable circumstance in accordance with the French Tourism Code, releasing H-RESA from the obligation to pay any compensation in relation to this cancellation. However, if the travel supplier offers an alternative solution on site, H-RESA encourages the Professional and therefore the End Client to resolve the dispute on site and to accept the proposals made by the travel supplier.

10.9. Photos and illustrations

H-RESA endeavours to provide illustrative or descriptive photos of the services listed on the Site. The illustrative photos are only intended to illustrate the chosen destination and are only indicative. Descriptive photos are intended to give an overview of the category or standard of a service.

10.10. Extras

Payment for extras must be made on site at the hotel before departure. It is the sole responsibility of the End Client to check the correctness and accuracy of the invoicing of these extras and to settle any disputes on site. H-RESA shall not in any circumstances intervene, in any way whatsoever, in the consequences of a direct transaction (extras being by definition excluded from the services included in the price of the accommodation) between an End Client and a hotel operator, whether during or after the stay.

10.11. Thefts and Losses

It is strongly recommended that no valuable items (jewellery, computer or electronic equipment, etc.) are brought along - only items that are necessary and appropriate for the specific purpose and conditions of the trip. H-RESA is not liable for thefts committed at the hotels. It is recommended that End Clients deposit valuables, identity papers and any other official documents in the hotel safe. The End Client is responsible for any loss or oversight of items, particularly during transport or transfers.

10.12. Pre and post travel

H-RESA shall not make any pre- and/or post-travel arrangements in the name and on behalf of the End Client, and H-RESA shall have no liability in this respect. H-RESA advises the Professional (who is responsible for the pre and/or post travel arrangements) to book modifiable or even refundable tickets to avoid any financial loss.

10.13. Miscellaneous provisions

In general, depending on local customs and legislation, travel suppliers may refuse to allow certain travellers to stay at their establishments. Nationals of foreign countries (i.e. End Clients) must check with the competent authorities of the country or

countries of destination as well as of the country or countries of transit prior to their registration and must indicate their nationality in their files. Although H-RESA does not condone these practices, it is responsible for informing the Professional who will in turn inform the End Client of these practices.

11. Car hire

11.1 Applicability of the hire company's Specific Conditions

Car hire contracts made on the Site will be concluded with car hire companies (hereinafter "Car Hire Company") and will be subject to their own terms and conditions (hereinafter "Specific Conditions"). The Hire Company's Specific Conditions apply to the offer and the product, as well as to any other document related to the car hire. The Professional shall accept the Specific Conditions at the time of booking. As a result, the Professional acknowledges, by the act of making a booking with H-RESA, that it is aware of, accepts without reservation and is bound by the Specific Conditions. H-RESA shall reproduce the Specific Conditions as communicated to it by the Car Hire Company and shall not be liable in any way for any dispute in relation to the Specific Conditions. The Professional undertakes to incorporate the Specific Conditions into the contract concluded with the End Client.

11.2 Terms of hire

The hire contract will be drawn up in the name of the main driver indicated on the voucher. The booking is related to a specific person.

11.3 Provision of the vehicle and hire period

The vehicle is made available to the End Client at one of the car rental company's branches on the date and at the time stated on the voucher, as any delay may result in the car hire company being unable to honour the booking. The booking is made for a specific period of time specified on the exchange voucher. Any delay of more than 29 minutes in the return of the vehicle may result in an additional day being charged by the car hire company.

11.4 Requirements

The driver must hold a valid driving licence. Depending on certain criteria (age of driver and/or date of driver's license), some car hire companies may refuse to accept a booking and apply a cancellation fee. In this case, H-RESA will not be able to pay the cancellation fees charged by the car hire company. H-RESA encourages the Professional to inform the End Client in turn to check the eligibility conditions for the chosen booking prior to making any booking.

The name of the driver stated in the booking will be the name stated in the hire agreement with the car hire company. He/she must present him/herself at the counter of the vehicle hire agency with the voucher sent by H-RESA, a driving licence (if the licence is not written in Roman script, an international driving licence must be presented) and a valid identity document as well as an international credit card in his/her name (payment cards such as Visa Electron or Maestro are not accepted by the hire companies). The credit card will be used by the rental company for the vehicle deposit. A minimum age may be required by the car hire company, which varies according to the country of hire and the type of vehicle hired. A young driver surcharge may also apply depending on the age of the driver. This surcharge is payable on site and must be paid for each additional driver below the required age. This surcharge is non-refundable.

If the End Client wishes to add one or more drivers to the rental contract, they must be present when the contract is drawn up and show a valid driving licence and identity document. Additional drivers are subject to additional charges, payable on site by the End Client directly to the Hire Company. These additional fees remain payable by the End Client.

The price list of the various surcharges mentioned, all local specificities, in particular the minimum age as well as the minimum duration of possession of the driving licence, will be communicated at the time of the booking. The rates for these surcharges are to be paid by the End Client and are indicative and subject to change without notice by the car hire company.

The prices published on the Site are only intended for people with a driving licence issued in one of the European Union countries.

If any of these conditions are not met when the hire contract is drawn up, the hire company reserves the right to cancel the booking, without the End Client or H-RESA being liable for any compensation.

11.5 Geographic restrictions

The geographic scope of the hire contract and the ability to cross borders varies depending on the car hire company and the country of hire. To avoid problems with the booking, it is strongly recommended that the End Client contact H-RESA directly.

11.6 Use of the vehicle

For the duration of the hire contract, the vehicle must be used with due care. In particular, the vehicle must not be sublet, transport people for a fee or take part in rallies or competitions.

11.7 Prices and terms of payment

The price to be paid is that applicable on the day the booking is made. This price is shown on the confirmation email. Any subsequent variation of the price on the Site, either upwards or downwards, will not affect the confirmed price.

Unless otherwise specified prior to the confirmation of the booking, the prices include:

- The provision of the vehicle for the duration specified in the booking;
- Unlimited mileage (if not included, the mileage will be specified at the time of the Booking and indicated on the voucher);
- Accidental damage insurance (CDW) and theft insurance (TPC): in the event of theft of the vehicle or an accident involving the vehicle, these insurances prevent the payment of the deductible corresponding to the market value of the vehicle by reducing your financial responsibility (for all rentals in the United States, the rates include the total buy-back of the deductibles). However, damage to the upper and lower parts of the vehicle, tyres and glass breakage are excluded from the damage insurance;
- Third-party liability insurance;
- Local taxes (VAT, federal and government taxes);
- Surcharges applying to railway stations and airports;
- Contribution to the costs of vehicle registration;
- Booking fees.

Any other items not mentioned in the above list are not included in the price. These include fuel, additional insurance that may be offered locally by the hire company, options such as child seats or additional drivers, charges for young drivers and traffic violations.

11.8 Cancellation, modification, no-shows

Any request for cancellation or modification must be sent by email by the Professional to H-RESA. An email confirming the cancellation or modification will be sent as soon as the request is processed, the confirmation will also be available in your customer area. In contradiction to the provisions defined in article 7, all car rentals can be modified and cancelled free of charge up to 48 hours before the pick-up.

In the event of a modification, H-RESA is obliged to cancel the hire and to make a new booking, which will be updated to the current value. The End Client may be required to pay the difference between the original booking and the amended booking.

If the hire period is extended on site, the surcharge will be payable directly to the hire company and will be higher than the rate offered by H-RESA. If the hire period is shortened after the vehicle has been collected, the unused days are not refundable. Cancellations, changes and no-shows are subject to charges by the service provider. These costs are defined in the offer description. These fees will be communicated by H-RESA. The date on which H-RESA confirms receipt of the request or the date of no-show will be taken into account for the calculation of these costs.

12. Transfer

H-RESA provides the Professional with the option of booking a transfer for the End Client. H-RESA offers the services of local transfer companies to transport the End Client and his/her luggage according to the instructions given by the Professional at the time of booking. The terms of the transfer are made available during the booking process.

12.1 The Professional's obligation to provide details of the transport involved in the transfer

The Professional undertakes to provide information relating to the End Client (surname and first name of the main traveller on the file), the date, time and place of pick-up, the number of people included in the transfer, the number of items of luggage and in particular the dimensions thereof.

If the pick-up is to take place at an airport or train station, the Professional undertakes to provide information relating to the transport. The Professional also undertakes to follow up on this transport so that the transfer agent is informed of any delay or cancellation of the flight or train.

If the Professional or the End Client does not inform the transfer agent of a delay or if the End Client does not show up at the meeting point, the transfer agent is entitled to consider the End Client's absence as a no-show. It is the responsibility of the Professional and the End Client to specify the pick-up times according to external requirements (e.g. flight times, personal appointments). It is the responsibility of the Professional and the End Client to allow sufficient time for the transfer so as not to create pressure during the transfer.

If the information provided is incorrect, H-RESA cannot guarantee that the transfer service can be maintained on the basis of the incorrect information. In this case, H-RESA cannot be held responsible. The Professional cannot book a transfer for a traveller who is a minor. It is essential that a minor traveller is accompanied by a traveller over the age of majority. The transfer shall only be valid for the main traveller named in the booking. The main traveller shall act in the name and on behalf of the other persons making use of the transfer service. Transfer bookings must be made at least 48 hours before the time of the transfer.

12.2 Special requests

If the transfer involves a person with reduced mobility, the Professional must inform H-RESA via the contact form in order to check the conformity and adaptability of the vehicle selected. Such requests shall be submitted to the transfer agent and shall be subject to written confirmation by the transfer agent.

If the transfer involves babies and children requiring car seats or baby seats. The Professional must inform H-RESA via the contact form to check the availability of suitable seats with the transfer agent. Additional fees may apply. The regulations applicable to the transport of children vary from country to country. The Professional must provide the End Client with information on local regulations.

12.3 Languages spoken

The default languages spoken by the transfer agent are English and the local language. This information is included on the voucher. However, there are some transfer agents who do not indicate the languages spoken.

12.4 Price of transfer

The price of transfer is applicable per vehicle and per transfer.

The price of transfers includes:

- Personalised welcome by the driver with a sign bearing the name of the main traveller on whose behalf the booking was made;
- The provision of a driver and a vehicle at the pick-up location and according to the information given at the time of booking and reproduced in the voucher;
- Transport of passengers and their luggage (within the limit of the number indicated on the voucher);
- All taxes.

The following remain the responsibility of the traveller:

- Telephone costs for on-site contact with the transfer agent
- Fees related to special requests
- Fees related to additional luggage not provided for in the basic transfer
- Any tips that the traveller wishes to give to the driver.

12.5 Voucher

Once the booking has been confirmed, H-RESA will send the Professional a voucher with the following information:

- Date and time of the pick-up;
- Pick-up location and meeting place between the End Client and the transfer agent;
- Information relating to transport provided by the Professional (when the pick-up is at an airport or station);
- Reminder of maximum number of pieces of luggage permitted
- Telephone number of the transfer agent (local telephone number which will incur an additional charge for any call)

The Professional must inform the End Client of the need to present the voucher (in paper or electronic format) to the transfer agent at the time of collection. The Professional and the End Client must check the accuracy of the information on the voucher. If any information is incorrect, it is the responsibility of the Professional to contact H-RESA in order to amend the information. The End Client must keep an unaltered version of the voucher.

12.6 Modification by the End Client

Modification of the date and place of pick-up is dependent on the policy of the transfer agent. H-RESA must submit all requests for changes to the Transfer Agent. The modification may result in additional costs to be paid by the End Client.

12.7 Cancellation by the End Client

Free cancellation is only possible 72 hours before the initial pick-up time. After this period, H-RESA will retain the full amount of the cancellation fee.

12.8 Assignment of the transfer

The transfer booking cannot be assigned to another person as it is linked to the main traveller of the file.

12.9 No-show by the End Client on the day of the transfer

If the End Client fails to appear, this is considered equivalent to a cancellation with less than 72 hours' notice.

12.10 Luggage

The transfer includes one piece of hand luggage and one suitcase (maximum average size: 158cm) per person. The transfer agent may enforce weight limits in addition to size limits. Any additional luggage must be added upon booking. Charges may apply for these additional pieces of luggage. The pricing policy is dependent on each transfer agent.

If the End Client wishes to bring specific luggage (e.g. golf clubs, skis, windsurfing boards, etc.) or is obliged to travel with a wheelchair, it is imperative that the Professional indicates this at the time of booking. The transport of such equipment may give rise to additional costs to be borne by the End Client.

H-RESA encourages the End Client to label their luggage with their first and last name and destination address.

It is understood that the End Client must keep all luggage and personal effects close to him/her. The transfer agent is only responsible for the security of the luggage once it is loaded into the vehicle. H-RESA recommends that the End Client be present during the loading and unloading of the luggage.

12.11 Conduct rules

H-RESA informs the Professional that transfer agents have the right to refuse to transport a person who is under the influence of alcohol or whose behaviour poses a threat (verbal and/or physical violence) to the driver, the vehicle or the passengers.

Smoking and drinking alcohol in the vehicle are prohibited (except for specific services related to the reservation of a limousine).

The End Client is responsible for any vandalism or damage caused during transport.

12.12 Change of destination

In the case of a change in the destination, the Professional is obliged to inform H-RESA. This change of destination may incur additional fees, according to the transfer agent.

12.13 Pick-up and drop-off points

Depending on the location of the pick-up or drop-off point, the transfer agent cannot guarantee pick-up and drop-off at the exact location of the destination. The pick-up and/or drop-off location may also vary depending on regulatory limitations in the area where the pick-up or drop-off is located (e.g. road works, traffic conditions, pedestrian areas etc.). In these cases, the transfer agent will come as close as possible to the pick-up or drop-off location.

12.14 Delays

In the event of delay at customs or when collecting luggage, the End Client must inform the transfer agent (contact details are on the voucher). Maximum waiting times are indicated on the voucher.

12.15 Responsibility

Drivers and vehicles are fully insured against road accidents in accordance with local law. If H-RESA is responsible for the delivery of the voucher, H-RESA can provide alternative transport (coach, private driver, taxi etc.). With the written agreement of H-RESA, the End Client may be required to advance the costs of alternative transport.

13. Formalities

It is the sole responsibility of the Professional to inform the End Client of the administrative and health formalities required to cross borders. H-RESA cannot be held responsible in this respect.

14. Responsibility and Force Majeure

H-RESA shall do its utmost to ensure that the Site is kept up to date, maintained in good condition and functions properly. Some information is stored on an ad hoc basis and is only checked in real time when the booking is confirmed. In the event of force majeure, H-RESA shall not be held responsible, nor shall it be considered to be in breach of these terms and conditions of sale, for any delay or failure in the performance of the contract resulting from events of such a nature, as defined by Article 1218 of the French Civil Code and by the case law of the French courts. Use of the Internet is at the user's own risk. H-RESA cannot provide any guarantee, in particular regarding the absence of interruption or error on the Site or its performance, and vice versa for the client. The parties shall not be held liable and shall not be deemed to have failed in their obligations if they are prevented from performing all or part of their obligations as a result of force majeure. Their obligations will be suspended for the duration of the force majeure. If, as a result of force majeure (including, in particular, political or social unrest or a precarious situation affecting security), there are any irregularities in the booking, confirmation and/or execution of the trips or the provision of the services due to the occurrence of unexpected events beyond the control of H-RESA, H-RESA shall be released from any legal liability arising from such irregularities or non-compliance.

In the context of the sale of holidays, the French Tourism Code establishes a system of joint and several liability between the Professional and the tour organiser (H-RESA). If the Professional sells the service provided by H-RESA as is and without adding any additional services, the principle of joint and several liability between the Professional and H-RESA applies. On the other hand, when the Professional organises the holiday on behalf of the End Client by adding a transport service or a significant activity to the accommodation service, the Professional alone assumes full responsibility.

15. Formalities

It is the sole responsibility of the Professional to inform the End Client of the administrative and health formalities required to cross borders. H-RESA cannot be held responsible in this respect.

16. Travel insurance

No insurance is included in the prices offered on the Site. It is therefore recommended that an insurance policy covering the consequences of certain cancellations and an assistance policy covering repatriation in the event of accident or illness be taken out when booking.

17. Personal data & Cookies

As part of the booking process, the personal data collected will be subject to computer processing. The Professional should read the privacy policy and inform the End Client of the ways in which H-RESA processes their personal data. In the event of any inconsistency between these Terms and the Privacy Policy, the Privacy Policy shall prevail. In accordance with the French Data Protection Act, data relating to travellers is necessary for the processing of their requests and bookings and is intended for H-RESA and the companies of the MisterFly Group for the conclusion and execution of the contract. To facilitate the conclusion and execution of the contract, the personal data will be communicated to H-RESA's partners, suppliers of the services booked (hotel operators in particular). Some of H-RESA's partners may be located outside the European Union. In general, travellers/End Clients have the right to obtain access to, transfer, oppose, rectify and delete all data concerning them from H-RESA - DPO - 2871, avenue de l'Europe 69140 Rillieux-la-Pape, France. H-RESA's personal data policy ("Privacy Policy") is available on the Site.

18. Right of Withdrawal

Products booked on the Site are not subject to the right of withdrawal and are exclusively subject to the cancellation and modification conditions provided for in these terms and/or in the specific conditions of the Travel Provider.

19. Intellectual property

The Professional acknowledges that H-RESA is the owner of the Site. The Professional acknowledges that the software is original and is protected by the provisions of the French Intellectual Property Code and by international conventions. All elements of the Site, both visual and audio, including the underlying technology, are protected by copyright, trademark or patent. Similarly, the trademarks, logos, designs and models on the Site are the exclusive property of H-RESA. The disclosure of such information shall in no way be interpreted as granting a licence or any right to use the said trademarks and distinctive elements protected by copyright. They can therefore not be used under penalty of infringement. Therefore, no material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. However, the documents may be downloaded to a computer for personal use only and for non-commercial purposes, provided that only the information contained therein is modified and that all copyrights and other proprietary notices are kept intact. Modification of these documents or their use for any other purpose constitutes an infringement of the intellectual property rights of H-RESA. Consequently, the Professional must take all necessary care when using the Site. The Professional shall refrain from infringing the property rights held by H-RESA in any way whatsoever. Any hypertext link to the Site using the "framing" or "in-line linking" technique is strictly prohibited. In any case, any link must be removed at the request of H-RESA.

20. Assistance at destination

H-RESA provides a toll-free number for clients to call to ensure the proper execution of their contract or to process a complaint, to complain about any discrepancies or to request assistance if the traveller is in difficulty on site. The traveller must report any non-conformity found while still at the location as soon as possible in light of the circumstances of the case. Therefore, H-RESA recommends that End Clients report any failure in the performance of the contract to the H-RESA representative in writing and by telephone on location by calling the emergency number on their travel documents. The client is also obliged to inform H-RESA using the above-mentioned number/email. Failure to report a non-conformity on location will have an impact on the processing of any claim submitted subsequently, on the possible amount of damages or price reduction due (if any) if the timely reporting could have prevented or reduced the damage of the client.

21. Complaints

All complaints must be submitted with supporting documents within a maximum of 30 days after the date of return. Only complaints relating to the contractual elements of the booking will be considered. Subjective assessments will not be taken into account. Any compensation for claims relating to ground transportation shall be based solely on the price thereof. H-RESA shall endeavour to process complaints within four (4) weeks of receipt. However, depending on the complexity and whether there is a need to investigate Travel Providers, this period may be extended.

After contacting the customer service department, and if no satisfactory response is received within the above-mentioned period, the End Client may refer the matter to the French Tourism and Travel Ombudsman (Médiateur du Tourisme et du Voyage), whose contact details and the procedure for referring matters to it are available on its website: www.mtv.travel. If necessary, the client may also refer the matter to the European platform for online dispute resolution provided for in

22. Evidence

It is expressly agreed that, except in the event of an obvious error on the part of the travel supplier or H-RESA for which the Professional or the End Client can provide evidence, the data stored in H-RESA's and/or the travel supplier's information system(s) are valid as evidence of the bookings made by the client. Data stored on a computer or electronic medium shall be considered valid evidence and as such shall be admissible under the same conditions and with the same probative force as any document drawn up, received or kept in writing.

23. Changes to the terms and conditions of sale and precedence of the terms and conditions of sale

The terms may be changed at any time without notice. These changes shall be reflected in the updating and dating of these terms. It is understood that these changes will only apply to any bookings made after the changes are applied. It is therefore imperative that the Professional:

- Reads the general and special terms and conditions at the time of booking, in particular to ensure that they are applicable;
- Informs the End Client of H-RESA's terms and conditions (providing the terms and conditions of sale).

Should there be any contradiction between these terms and conditions and any pre-contractual information published on the Site, the latter shall prevail.

24. Applicable law and jurisdiction

The terms and conditions of sale and use govern the relationship between the parties and are subject to French law. Any dispute arising from their interpretation and/or execution shall be referred to the Commercial Court of Lyon.

GENERAL TERMS AND CONDITIONS OF SALE

In accordance with the provisions of the French Tourism Code, the provisions reproduced below are not applicable to the reservation or sale of transport tickets that are not part of a tourist package. All the information contained on the Site is provided as prior information. Therefore, in the absence of provisions to the contrary, the characteristics, special conditions and prices of the trip as indicated on the website will be considered contractual upon acceptance of the terms and conditions of sale.

EXTRACT FROM FRENCH TOURISM CODE

Article R. 211-3

Any offer and sale of the services referred to in Article L. 211-1 shall be subject to the submission of appropriate documents complying with the rules defined in this Section.

Article R. 211-3-1

The exchange of pre-contractual information or the provision of contractual conditions shall be in writing. This can be done electronically. The name or company name and address of the organiser or retailer as well as its entry in the register provided for in Article L. 141-3 or, where applicable, the name, address and entry in the register of the federation or union mentioned in the second paragraph of Article R. 211-2 shall be mentioned.

Article R. 211-4

Prior to the conclusion of the contract, the organiser or retailer must provide the traveller with the following information:

- 1) The main features of travel services:
 - a) The destination(s), itinerary and periods of stay, including dates and, where accommodation is included, the number of nights;
 - b) The modes, characteristics and categories of transport, the locations, dates and times of departure and return, the duration and location of stopovers and connections. If the exact time is not yet fixed, the organiser or retailer shall provide the traveller with the approximate time of departure and return;
 - c) The location, main characteristics and, if applicable, the tourism classification of the accommodation according to the rules of the country of destination;
 - d) The meals supplied;
 - e) Visits, excursions or other services included in the total price agreed for the contract;
 - f) Where it is not apparent from the context, whether any travel services will be provided to the traveller as

part of a group and, if so, the approximate size of the group;

- g) Where the provision of other tourist services to the traveller relies on effective verbal communication, the language in which these services will be provided;
- h) Information on whether the trip or stay is generally suitable for people with reduced mobility and, at the request of the traveller, precise information on the suitability of the trip or stay for the traveller's needs;
- 2) The company name and geographical address of the organiser and retailer, as well as their telephone and, if applicable, electronic contact details;
- 3) The total price including taxes and, where appropriate, any additional charges, fees or other costs, or, where these cannot reasonably be calculated before the conclusion of the contract, an indication of the type of additional costs the traveller may be expected to incur;
- 4) The terms of payment, including the amount or percentage of the price to be paid on account and the timetable for payment of the balance, or the financial guarantees to be paid or provided by the traveller;
- 5) The minimum number of persons required for the trip or stay and the deadline referred to in III of Article L. 211-14 preceding the start of the trip or stay for possible cancellation of the contract if this number is not reached;
- 6) General information on passport and visa requirements, including approximate time to obtain visas, as well as information on health formalities, for the country of destination;
- 7) A statement indicating that the traveller may cancel the contract at any time before the start of the trip or stay, subject to payment of an appropriate

cancellation fee or, where appropriate, a standard cancellation fee charged by the organiser or retailer, in accordance with Article L. 211-14, I;

- 8) Information regarding compulsory or optional insurance covering the cost of cancellation of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

With regard to the packages defined in e of 2° of A of II of Article L. 211-2, the organiser or retailer and the professional to whom the data are transmitted shall ensure that, before the traveller is bound by a contract, each of them provides the information listed in this article insofar as it is relevant to the travel services they offer.

The form in which the information listed in this article is communicated to the traveller shall be determined by a joint order of the French Minister for Tourism and the Minister for the Economy and Finance. This order specifies the minimum information to be provided to the traveller when the contract is concluded by telephone. — See Order of 1 March 2018, below.

Article R. 211-5

The information referred to in 1°, 3°, 4°, 5° and 7 of Article R. 211-4 which is communicated to the traveller is part of the contract and may only be modified under the conditions defined in Article L. 211-9.

Article R. 211-6

The contract must include, in addition to the information defined in Article R. 211-4, the following information:

Any special requirements of the traveller that the organiser or retailer has accepted;

- 1) A statement indicating that the organiser and the retailer are responsible for the proper performance of all travel services included in the contract in accordance with Article L. 211-16 and that they are obliged to provide assistance to the traveller if he/she encounters difficulties, in accordance with Article L. 211-17-1;
- 2) The name of the insolvency protection entity and its contact details, including its geographical address;
- 3) The name, address, telephone number, e-mail address and, where appropriate, fax number of the organiser's or retailer's local representative, contact point or other service through which the traveller can contact the organiser or retailer quickly and effectively, request assistance if the traveller is in difficulty or complain about any non-conformity found during the trip or stay;
- 4) A statement indicating that the traveller is obliged to communicate any non-conformity that he/she observes during the trip or stay in accordance with II of Article L. 211-16;
- 5) Where minors, unaccompanied by a parent or other authorised person, are travelling on the basis of a contract including accommodation, information enabling direct contact to be made with the minor or the person responsible for the minor at the place where the minor is staying;
- 6) Information on available internal complaint handling procedures and out-of-court dispute settlement mechanisms and, where applicable, on the entity to which the trader belongs and on the online dispute settlement platform provided for in Regulation (EU) No 524/2013 of the European Parliament and of the Council;
- 7) Information on the traveller's right to transfer the contract to another traveller in accordance with Article L. 211-11.

With regard to the packages defined in e of 2° of A of II of Article L. 211-2, the professional to whom the data is transmitted shall inform the organiser or retailer of the conclusion of the contract resulting in the creation of a package. The professional shall

provide the necessary information to enable it to fulfil its obligations as an organiser. As soon as the organiser or retailer is informed that a package has been created, it shall inform the traveller of the information referred to in points 1 to 8 using a durable medium.

Article R. 211-7

The traveller may assign his/her contract to a person who fulfils the same conditions as he/she does for the journey or stay, as long as this contract has not yet become effective.

Unless otherwise agreed, the person assigning the contract is obliged to inform the organiser or retailer of his/her decision by any means that allows an acknowledgement of receipt at least seven days before the start of the journey. This assignment is in no way subject to prior authorisation by the organiser or the retailer.

Article R. 211-8

Where the contract expressly provides for the possibility of price revision, within the limits provided for in Article L. 211-12, it shall specify the precise methods of calculating both upward and downward price variations, in particular the amount of transport costs and related taxes, the currency or currencies which may affect the price of the trip or stay, 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 in the contract.

In the event of a price reduction, the organiser or retailer is entitled to deduct its actual administrative expenses from the refund due to the traveller. At the request of the traveller, the organiser or retailer shall provide proof of these administrative expenses.

Article R. 211-9

If the organiser or retailer is obliged to make a change to one of the essential elements of the contract before the traveller's departure, if the specific requirements mentioned in 1° Article R. 211-6 cannot be met, or in the event of a price increase of more than 8%, the organiser or retailer shall inform the traveller as soon as possible, in a clear, comprehensible and transparent manner, on a durable medium

- 1) Proposed changes and, if applicable, their impact on the price of the trip or stay;
- 2) The reasonable period within which the traveller must inform the organiser or retailer of his/her decision;
- 3) The consequences of the traveller's failure to respond within the set time limit;
- 4) If applicable, the alternative service offered and the price thereof.

If the changes to the contract or the substitute service result in a reduction in the quality of the trip or stay or in its cost, the traveller is entitled to an appropriate price reduction.

If the contract is terminated and the traveller does not accept another service, the organiser or retailer shall reimburse all payments made by or on behalf of the traveller as soon as possible and in any case no later than fourteen days after the termination of the contract, without prejudice to compensation pursuant to Article L. 211-17.

Article R. 211-10

The organiser or retailer shall issue the refunds required under II and III of Article L. 211-14 or, under I of Article L. 211-14, shall refund all payments made by or on behalf of the traveller minus the appropriate resolution costs. These refunds to the traveller shall be made as soon as possible and in any event within fourteen days at the latest after the termination of the contract.

In the case provided for in III of Article L. 211-14, the additional compensation that the traveller is likely to receive shall be at least equal to the penalty that he would have incurred if the cancellation had been caused by him/her on that date.

Article R. 211-11

The assistance owed by the organiser or retailer pursuant to Article L. 211-17-1 shall consist in particular of:

- 1) To provide useful information on health services, local authorities and consular assistance;

- 2) To assist the traveller in making long-distance calls and finding other travel services.

The organiser or retailer is entitled to charge a reasonable price for this assistance if this difficulty is caused intentionally by the traveller or by his/her negligence. The price charged shall in no case exceed the actual costs incurred by the organiser or retailer.

STANDARD FORM OF INFORMATION FOR CONTRACTS RELATING TO A TRAVEL SERVICE REFERRED TO IN 2° OF I OF ARTICLE L. 211-1 OF THE FRENCH TOURISM CODE, EXCLUDING THOSE REFERRED TO IN 1° AND 2° OF I AND II OF ARTICLE L. 211-7 OF THE SAME CODE

PART D

<p>If you purchase this travel service, you will benefit from the rights granted by the French Tourism Code. H-RESA will be fully responsible for the proper execution of the travel service. In addition, as required by law, H-RESA has coverage to refund your payments in the event that the travel agency is declared insolvent.</p>

Essential rights under the French Tourism Code:

Travellers will receive all essential information regarding the travel service before concluding the travel contract.

Both the service provider and the retailer are responsible for the proper execution of the travel service.

Travellers will be provided with an emergency telephone number or contact details to reach the service provider or retailer.

Travellers may assign their travel service to another person, subject to reasonable notice and possible additional charges.

The price of the travel service may only be increased if specific costs increase and if this possibility is explicitly provided for in the contract, and may in any case not be changed less than twenty days before the start of the trip. If the price increase exceeds 8% of the price of the travel service, the traveller may cancel the contract. If the service provider reserves the right to increase the price, the traveller is entitled to a price reduction if the corresponding costs are reduced.

Travellers may cancel the contract without paying a cancellation fee and receive a full refund of payments made if any of the essential elements of the contract, other than the price, are significantly changed. If, before the service begins, the responsible professional cancels the service, travellers may obtain a refund and compensation, if applicable.

Travellers may cancel the contract without paying a cancellation fee before the start of the service in the case of exceptional circumstances, e.g. if there are serious safety concerns at the destination that are likely to affect the trip.

In addition, travellers may, at any time before the start of the journey, cancel the contract on payment of an appropriate and justifiable cancellation fee.

If, after the start of the journey, significant components of the trip cannot be provided as planned, appropriate alternative services must be offered to the traveller at no extra cost. Travellers may cancel the contract without paying a cancellation fee if the services are not performed in accordance with the contract, the trip is significantly disrupted and the service provider does not remedy the problem.

Travellers are also entitled to a price reduction and/or compensation in the event of non-performance or poor performance of the travel service.

The service provider or retailer must provide assistance if the traveller encounters difficulties.

If the service provider or retailer becomes insolvent, the amounts paid will be refunded.

H-RESA has taken out insolvency protection coverage with by GROUPAMA, 132, rue des Trois Fontanot 92000. Travellers can contact this organisation if they are denied services due to the insolvency of H-RESA.

<https://www.legifrance.gouv.fr/affichCode.do?cidTexte=LEGITEXT000006074073&dateTexte=20181218>