

**GENERAL TERMS AND CONDITIONS OF SALE**  
**Groups Commercial Department of the SPL Le Voyage à Nantes**  
**Adults Groups**

## **ARTICLE 1 – DEFINITION AND SCOPE**

### **1.1- Definitions**

“Adults Group” refers to a group of persons that cannot meet the definition of the school groups or of young public subject to other specific terms and conditions of sale. A minimum of 15 members is required to form this group: for the Sites of the Château des ducs de Bretagne and the Machines de l’île. For the Nantes.Tourisme Services, no minimum number of persons is imposed;

“Basket” refers to an additional selection offered to the Customer of several Services, the overall price of which is composed of the unit price of each Service(s) selected by the Customer;

“Communication media” refers to the whole set of Communication media issuing from Le Voyage à Nantes and/or from its Partners regarding the Service(s) concerned, and particularly the Websites, the brochures and the leaflets;

“Contract” refers to the signed Quote considered as an acceptance of the whole set of elements specified on the said Quote as well as of these General Terms and Conditions of Sale by the Customer;

“Customer” or “You” refers to any legal and/or natural person, soliciting by any means the SPL Le Voyage à Nantes (hereafter referred to as “Le Voyage à Nantes”) so as to book, order and/or buy any Service proposed by the Groups Commercial Department of Le Voyage à Nantes (hereafter referred to as the “Groups Department”), either for its own account, or for the benefit and/or on behalf of a determined number of natural persons, to whom these General Terms and Conditions of Sale apply;

“Package” refers to a whole set of services and/or customer care offered together at an overall price;

“Participant” refers to any natural person belonging to the Adults Group constituted under the responsibility of the Customer and receiving one or several Services offered in this framework;

“Partner” refers to any service provider of Le Voyage à Nantes. The term “Partner” consequently notably comprises all the service providers such as hoteliers, rental companies, caterers, tour operators, restaurants, coach operators, etc.;

“Partner Conditions” refers to the contractual conditions proper to each Partner of Le Voyage à Nantes necessarily agreed by the Customer upon acceptance of the Quote;

“Quote” refers to the document established by Le Voyage à Nantes at the Customer’s request including in particular the purpose, the nature, the price and the date of the Services, accompanied by potential Specific Conditions, and/or Partner Conditions, and these General Terms and Conditions of Sale;

“Service” refers to a provision of services, such as the supply for the Accommodation, visits, catering services, etc.;

“Service only” or “Services on a non-package basis” refers to any Service separated, booked or ordered regardless of any Tourist package, Package or Basket, such as a guided tour, a dinner, a special event or a night in a hotel only, or an entrance ticket to a tourist site;

“Sites” refers to the sites of the Château des ducs de Bretagne and of the Machines de l’île managed by Le Voyage à Nantes;

“Specific Conditions” refers to the contractual conditions inherent to each Service (whatever their name: “conditions and restrictions”, etc.) issuing from Le Voyage à Nantes necessarily accepted by the Customer upon acceptance of the Quote;

“Tourist packages” or “Stays” refers to any stay either previously established (Package) or consisting of several services added together (Basket) combining transport and/or Accommodation (at least one overnight stay), with another tourist service such as the proposed sightseeing tours, provided that the booking of these different elements would be done at the same time;

"Websites" refers to the "www.nantes.tourisme.com", "www.chateaunantes.fr", "www.lesmachines-nantes.fr", "www.levoyageanantes.fr", "www.estuaire.info" websites published by Le Voyage à Nantes and/or the website of any Partner.

## **1.2 - Scope**

The purpose of these General Terms and Conditions of Sale is to define the terms and conditions of access to the "Adults Groups" Services. They apply to all the Services offered by the Groups Department, intended for Adults Groups and directly booked by the Groups Department, the contact information of which is provided in article 2.

The sale of tourist services is regulated by Title 1 of Book II of the Tourism Code relating to the organisation of the sale of journeys and stays.

The articles R.211-3 to R. 211-11 of the said code are reproduced below, in article 19.

These Terms and Conditions of Sale, as well as the Specific Conditions and/or the Partner Conditions applicable to each Service, apply to any booking made with the the Groups Department, notably to the marketing of the whole set of Services directly offered by the Groups Department on behalf of Le Voyage à Nantes and on behalf of its Partners.

These Terms and Conditions of Sale are valid from September 8<sup>th</sup> 2020. This edition cancels and replaces the previous versions.

The Customer is invited to carefully read these General Terms and Conditions of Sale, that are provided at any time on the Website [www.nantes-tourisme.com](http://www.nantes-tourisme.com) and directly communicated in the e-mail addressed by Le Voyage à Nantes to the Customer, including the Quote as an attachment, in accordance with article 5. It is recommended to save and/or to print them out and to keep a copy.

The Customer's subscription to one or several "Adults Groups" Services implies full and whole acceptance of these General Terms and Conditions of Sale as well as potential Specific Conditions and/or Partner Conditions.

## **ARTICLE 2 – ORGANISER**

All the Services subject to these General Terms and Conditions of Sale are organised by:

Le Voyage à Nantes – Groups Commercial Department  
Address: 1 – 3 rue Crucy – BP 692211 – 44022 Nantes cedex 1 – France  
Tel. +33 (0) 2 40 20 60 11 / Fax + 33 (0) 2 51 17 48 65  
Email: [groupes@nantes-tourisme.com](mailto:groupes@nantes-tourisme.com)  
URL: <http://www.nantes-tourisme.com/groupes/groupes-2939.html>

Social form: publicly-owned local corporation  
SIRET number 482 414 216 000 44  
APE CODE 9103 Z  
INTRA COMMUNITY VAT NUMBER FR 41 482 216 000 44

Insurer: VHV ALLGEMEINE VERSICHERUNG AG Company (VHV Platz 1, 30177 Hanovre, Allemagne) with the help of Pilliot Insurance office (rue de Witternesse – BP 40002 – 62921 Aire sur la Lys)

Financial guarantee established with the APST (15 avenue Carnot 75017 Paris) pursuant to article L. 211-18 II a) of the Tourism Code.

Le Voyage à Nantes is registered with travel agencies and tour operators under number IM044110017.

## **ARTICLE 3 – GENERAL INFORMATION**

It is expressly specified that in accordance with the provisions of article L. 211-9 of the Tourism Code that the information contained on Communication media may be subject to change that must be disclosed to the Customer prior to the conclusion of the Contract, it being specified that some shows, attractions, animations, guided tours, shops, restaurants are only open during certain seasons and can be closed, modified, delayed or deleted without notice.

Besides, the accommodation has been described as accurately as possible. However, due to maintenance work carried out on a regular basis, some equipment or services offered may be temporarily closed, deleted or modified after the publication of the Communication media.

Le Voyage à Nantes, acting on behalf of its Partners, shall make its best effort to supply photographs and illustrations which give You an indication of the Services being offered. The purpose of these photographs and illustrations is to advise You on the category or level of comfort of the Services concerned.

For technical reasons, the actual characteristics of the Services may sometimes slightly differ, notably in terms of colour, from the ones visible on the photographs displayed on the Communication media. For more information about the characteristics of these Services, You can contact the Groups Department at the contact details specified in article 2.

It is expressly agreed that, if applicable, the description included in our Websites specifies that some activities offered are not necessarily available outside the tourist season and/or that they depend on the registration of a minimum number of Participants.

The information appearing on the Communication media can be subject to some modifications that will be made known to the Customer before concluding the agreement.

It is also possible that some activities that are proposed and specified on the Communication media may be deleted or cancelled notably due to the unpredictable and unsurmountable act of a third party not normally involved in the provision of the Services stipulated in the Contract or in the case of force majeure. This risk, beyond the control of Le Voyage à Nantes and of its Partners, forms an integral part of the Contract that You enter into.

#### **ARTICLE 4 – DEFINITION OF THE CONTRACT**

The Contract, drawn up under the conditions laid down in article 5 entails the Customer's acceptance of the full terms and conditions specified in these General Terms and Conditions of Sale, accessible by hyperlink at any moment notably on the Website [www.nantes-tourisme.com](http://www.nantes-tourisme.com), and directly submitted in the e-mail addressed to the Customer by Le Voyage à Nantes, including the Quote as an attachment.

Besides, it's the responsibility of the Customer to ensure that all the Participants have been acquainted with these General Terms and Conditions of Sales and have accepted them.

#### **ARTICLE 5 – FORMATION OF THE CONTRAT**

Le Voyage à Nantes shall address the Customer and at his request by any means:

- a Quote drawn up according to the quality of the Participants, to a minimum number of Participants, to a day of arrival and to the chosen Services, particularly including the purpose, nature, the date, as well as the price of the Services established in response to it, and including information about the Customer's rights relating to the EU Directive 2015/2302 in accordance with article L. 211-8 of the Tourism Code, and the presentation of the main characteristics of the proposed Services related to transport and stay, the contact details of the retailer if required and of the organiser, on the price and the payment methods, the cancellation and termination conditions of the Contract, information on the insurances as well as the potential conditions of border crossings (hereinafter referred to as "Pre-contractual information");
- the potential Specific Conditions and/or Partner Conditions and these General Terms and Conditions of Sale.

The Customer shall then take notice of all the Pre-contractual information provided through the Quote, and ensure that all the said information made available comply with its indications (nature of the Services, dates, time, price, identity, etc.). He must also take notice of these General Terms and Conditions of Sale as well as of the potential Specific Conditions and/or Partner Conditions.

The Customer can then validate the Quote in accordance with the procedures specified hereinafter.

Subject to the provisions hereinafter regarding cancellation, the Quote only becomes final, and commits Le Voyage à Nantes after receipt by Le Voyage à Nantes before the date indicated on the Quote and, unless stated otherwise, before twenty days before the first day of performance of the Services.

- of the Quote dated and signed by the Customer from the moment that no deposit is required. The signature of the Quote will lead to automatic acceptance by the Customer of these General Terms and Conditions of Sale as well as of the potential Specific Conditions and/or Partner Conditions.  
In the event that a deposit should be paid by the Customer before the returned signed Quote, the said Quote addressed to the Customer shall be considered as confirmed from the date the said payment is received (the date payment is received as evidence). In such cases, the payment of the deposit will lead to automatic acceptance by

the Customer of the Quote and of these General Terms and Conditions of Sale as well as of the potential Specific Conditions and/or Partner Conditions;

- of the Quote dated and signed by the Customer and receipt of a deposit when this one is required for the Tourist packages (the date payment is received as evidence).

The signed Quote can be sent by post (the postmark date of the sending of the Quote acting as evidence) or by email by the Customer to the Groups Department, or else by fax. However, in the case of a sending of the signed Quote by email or by fax, the Customer is under the obligation to post a signed original of the Quote at a later date.

The Contract is then validly concluded. Failing that, the Quote will be null and void and the Customer shall by no means take advantage of it.

Any Quote shall be addressed to the Groups Department at the contact details specified in article 2.

The payment methods of the deposits are specified in the Quote addressed to the Customer.

The formation of the Contract required the Customer to have taken notice and to have agreed with the full General Terms and Conditions of Sale, as well as the Specific Conditions and/or the Partner Conditions specified on the description of the Service.

These General Terms and Conditions of Sale are returned to the Customer at the same time as the Quote.

The Contract commits the whole set of Participants who accept without reservation these General Terms and Conditions of Sale and the potential Specific Conditions and/or Partner Conditions, and undertake to comply with all the instructions and information related to the Services mentioned on the Communication media. The person who has placed the order is liable to make sure that all the Participants have taken notice of the conditions and obligations of Le Voyage à Nantes.

## **ARTICLE 6 – CANCELLATION / MODIFICATION**

All the terms and conditions pertaining to cancellation, potential modification and/or to refund are defined in the Quote, in these General Terms and Conditions of Sale, and/or in the Specific Conditions and/or in the Partner Conditions applicable to each Service.

### **6.1 - Modification due to the Customer**

No modification of the Services may be made without the written consent of Le Voyage à Nantes.

The requests for any modification of a final Quote shall be submitted in writing to Le Voyage à Nantes and sent by email by post or by fax.

A variation in the number of persons (particularly relating to a decrease) could lead to a price increase fully enforceable against the Customer. The requested modifications may be carried out by Le Voyage à Nantes subject to acceptance and feasibility only. By no means, the modifications directly set out by the Customer on a document from Le Voyage à Nantes may not be opposed to Le Voyage à Nantes.

It is specified that any change in the date of the stay, in the type of Services or of accommodation asked by the Customer constitutes a total cancellation of his initial order and subject to the provisions laid down in article 6.2 hereinafter.

In the case where Le Voyage à Nantes is able to make the requested modifications, the latter shall send as soon as possible to the Customer an amending quote including, if need be, a request for an additional down payment related to the incurred price increase. The absence of signature of the new Quote and/or of receipt by Le Voyage à Nantes of the said down payment, within the time limit laid down in the Quote, will result in its cancellation due to the Customer and be submitted to the provisions laid down in article 6.2 below.

### **6.2 - Cancellation due to the Customer**

Any cancellation even in part shall be notified to the Le Voyage à Nantes by email (the acknowledgement of receipt acting as proof) or by post (the postmark acting as proof) or else by fax.

In case of a cancellation, unless otherwise specified in the Contract that can refer to Specific Conditions and/or Partner Conditions, Le Voyage à Nantes will invoice the Customer the following penalties:

(By "D-Day", it is understood the first day of performance of the Services):

In case of a cancellation in part:

	Up to 3 days before the D-Day	Less than 3 days before the D-Day
Adults Group visits	0% of the amount of the Service*	100% of the amount of the Service*
Adults Group days	0% of the amount of the Service*	100% of the amount of the Service*

	Up to 20 days before the D-Day*	19 days before the D-day to 3 days before the D-day	Less than 3 days before the D-Day
Adults Group stays	0% of the amount of the Service	50% of the amount of the Service	100% of the amount of the Service

In case of total cancellation:

(Total cancellation of the Adults Group or a decrease in the headcount leading to the suppression of a guidance service.)

	Up to 20 days before the D-Day*	19 days before the D-day to 3 days before the D-day*	Less than 3 days before the D-Day*
Adults Group visits	0% of the amount of the Service	50% of the amount of the Service	100% of the amount of the Service
Adults Group days	0% of the amount of the Service	50% of the amount of the Service	100% of the amount of the Service
Adults Group stay	0% of the amount of the Service	100% of the amount of the Service	100% of the amount of the Service

\* unless stated otherwise specified in the Contract, in the Specific Conditions and/or in the Partner Conditions. In any event, the potentially subscribed insurance policies are not refundable in the event of cancellation.

The Customer has the right to rescind the Contract before the beginning of the travel or of the stay without paying any cancellation fees if some exceptional and unavoidable circumstances, arising at the place of destination or in its immediate vicinity, have important consequences on the performance of the Contract or on the transportation of the passengers towards the place of destination. In such cases, the Customer will be entitled to be fully reimbursed the payments made but not to an additional compensation.

### **6.3 - Modification / Cancellation due to Le Voyage à Nantes**

#### **6.3.1 Modification before departure of the Customer or before the Customer could start to benefit from the Service**

In the case where a confirmed file would be modified on one of the essential elements by Le Voyage à Nantes, before the departure of the Customer (for the Tourist packages and the Stays) or before the Customer could start to benefit from the Services (for the Services only), particularly in exceptional circumstances, or due to events beyond the control of Le Voyage à Nantes, the Customer must, without undue delay, after have been informed by email or by post by Le Voyage à Nantes:

- either put an end to his booking and cancel the Contract: in such cases, the Customer obtains the immediate reimbursement of all sums paid without any penalty for Le Voyage à Nantes;
- or accept the modification proposed by Le Voyage à Nantes by signing an amendment to the Contract, after acceptance of an amending quote and the updated program of the Services. Any reduction in the price is deducted from any amounts remaining owed by the Customer and, if the payments already made by the latter exceed the price of the modified Service offered, the excess amount will be returned to the Customer.

In accordance with article L.211-13 of the Tourism Code, Le Voyage à Nantes may unilaterally modify the terms of the Contract, other than the price, provided the change is minor.

Le Voyage à Nantes shall inform the traveller in a clear, intelligible and apparent way on a durable medium.

### **6.3.2. Cancellation before the departure of the Customer or before the Customer could benefit from the Services**

In the case where Le Voyage à Nantes cancels all its Services before the departure of the Customer (for the Tourist packages and Stays) or before the Customer could start to benefit from them (for the Services only), the latter shall be informed by any means enabling to obtain an acknowledgment of receipt. The Customer shall then receive the immediate reimbursement of the sums paid. Unless exceptional circumstances prevail and events beyond the control of Le Voyage à Nantes, for the Tourist packages and Stays only, the Customer will be given, in this case, an indemnity at least equal to the penalty that he would have borne if the cancellation had happened on account of him/ at this date.

These provisions do not apply if an agreement is found, the purpose of which would be the Customer's acceptance of an alternative Service proposed by Le Voyage à Nantes.

## **ARTICLE 7 - PERFORMANCE OF THE SERVICES**

### **7.1- Impossibility of performance due to the Customer**

The date of performance of the Services expected on the Quote accepted by the Customer is imperative.

As a consequence, any impossibility to perform the Service due to the Customer (absence, non-presentation or delay) entails the latter's responsibility and forces him to repair the entire damage suffered by Le Voyage à Nantes particularly connected to the potential penalties and claims of its Partners.

Any Service not performed due to the Customer shall be owed by the latter to Le Voyage à Nantes.

In case of a delay of the Adults Group, the maintaining of all the Services and/or their duration cannot be guaranteed by Le Voyage à Nantes. The Customer shall expressly inform the Sites' departments or welcome concerned by the Service(s), the contact details of which are indicated on the Quote, or the Groups Department, the contact details of which are indicated in article 2.

### **7.2 - Impossibility of performance due to Le Voyage à Nantes**

When in the course of performing the Services, after the departure of the Customer (for the Tourist packages and Stays), or after the Customer has started to benefit from the said Services (for the Services only), Le Voyage à Nantes finds it impossible to provide a major part of the Services stated in the Contract, constituting a significant proportion of the price honoured by the Customer, Le Voyage à Nantes may propose a replacement Service to the one originally planned by potentially bearing any additional price. If the replacement Service accepted by the Customer is of inferior quality, Le Voyage à Nantes shall reimburse the price difference to him.

If, in the case of the Tourist packages and the Stays and of the travel services related to accommodation, to car rental or to any other travel services, Le Voyage à Nantes cannot provide a replacement Service or if this one is rejected by the Customer for valid reasons, the Customer has the right, where necessary, to a price reduction and, in the event of a distinct damage, to damages in accordance with article L. 211-17 of the Tourism Code, with no Contract termination.

If the Contract includes the transportation of passengers, the organiser or the retailer also provides the Customer with, in the cases provided for in the two preceding paragraphs, the repatriation by a means of transport corresponding to the contracted one, without undue delay, taking into account the circumstances of the case, and at no additional cost for the Customer.

When it is impossible, due to exceptional and unavoidable circumstances, to guarantee the Customer's return, as specified in the Contract, the organiser or the retailer shall bear the costs for necessary accommodation, if possible of equal value, for a maximum duration of three nights per Participant. Furthermore, if longer periods are provided by the European Union legislation on passenger rights applicable to the means of transport concerned for the return of the traveller, these durations are applied.

### **7.3 – Access conditions to the Sites and the tours**

#### **7.3.1. Sites: Château des ducs de Bretagne and Machines de l'île**

Each of the Sites benefits from Rules of Regulations of the Public that must be respected in its entirety by the Customer and their Participants. It shall be available to the Customer upon simple request. The Customer undertakes to make these rules of regulations known to the Participants and guarantees that all Participants will respect these provisions.

Primarily:

- Access to the controlled areas with a ticket is not allowed to the visitors carrying large pieces of luggage (suitcases, backpacks, carrier bags, motorcycle helmets), nor to pushchairs (prams, strollers) for the site of the Machines de l'île;
- The Customer, responsible for the Adults Group, shall be responsible for raising the Participants' awareness about the essential rules of the preservation of artworks (cf. article 7.3.3 below) and about respecting the other visitors with an adapted

behaviour. The rules of common courtesy and propriety must necessarily be observed by all the Participants. It says here that in the case of misbehaviour or of unacceptable behaviour by the Customer and/or by one or several Participants, the whole Adults group could be asked to vacate the premises even before completion of the tour;

- The artworks, models, machines and objects, unique and often fragile, that are on display shall not be touched;
- Smoking, eating or drinking is forbidden inside the buildings;
- Only guide dogs are allowed.

- At the Machines de l'île:

A system of trolleys is available to the Adults Groups to enable them to drop objects, personal effects (small backpacks, etc.). For safety reasons, the acceptance of a bag for instance may be subject to its prior opening by the visitor. Valuables and/or sums of money shall by no means be deposited. Le Voyage à Nantes declines all liability in case of loss, theft or of damage occurred to the belongings deposited in this system of trolleys.

It is also stated that the tour of the Carrousel des Mondes Marins can be made under two distinct modes:

- in the "discovery" mode each member of the Adults Group benefits from a tour of the moving Carousel animated by a mediator. One or several Participants may take a ride on the third level of the merry-go-round depending on the number of people present at the time of mediation;
- in the "fairground" mode, each member of the Adults Group benefits from an access to the passageways as well as a ride on the merry-go-round.

- At the Château des ducs de Bretagne:

A locker service is offered to the visitors.

Besides, the right to speak aloud in the rooms is regulated. Aside from the Voyage à Nantes staff, upon appropriate justification, only curators, guide-interpreters, lecturers holding a professional licence, delivered in France by the ministries of Tourism or of Culture, as well as the teachers accompanying their pupils are authorized. An authorization to visit badge will be given to the external guide after presentation of his or her professional licence on the day of the visit.

### 7.3.2. Specific Conditions to the Nantes.Tourisme tours

Regarding the Nantes.Tourisme tours, and particularly those taking place in urban areas:

- the Customer, responsible for the Adults Group, is required to ensure respect for all the Participants of the essential rules of preservation of the visited sites and to respect, and to have the Participants respect of the other visitors with an adapted behaviour. The rules of common courtesy and propriety must necessarily be observed by the Customer and by all the Participants who are under his sole responsibility. In the case of misbehaviour or of unacceptable behaviour by the Customer and/or by one or several Participants, Le Voyage à Nantes could end the route before completion of the programme of the tour.;
- some tourist attractions not accepting pets, it is not possible to change the routes in order to remedy this problem. The Customer is required to make arrangements among Participants before any visit;
- the visiting hours specified in the Contract shall not be changed at the last minute, or be postponed due to a delay attributable to the Customer and/or to one or several Participants (as, for instance, due to a lack of assessment of the distances to be travelled, etc.);
- the parking facilities for touring coaches during the site visits are the responsibility of the transport company.

### 7.3.3. Specific Conditions relating to the artworks

The provisions of law that apply to artworks are recalled here.

Notably being artworks: the Elephant, all the machines of the Galerie des Machines and of the Carrousel des Mondes Marins, the combined permanent collections of Nantes History Museum and of the collections presented as part as the temporary exhibitions of the Château des ducs de Bretagne, all the artworks implanted of the public space and/or being part of the Estuaire Nantes <>Saint-Nazaire collection, the whole set of installations that can be exhibited and presented as part of the site visits offered to visitors (example : le Nid, street murals, etc.).

Thus, any reproduction, representation, distribution and/or sale or other use on a direct or indirect commercial basis, in any country, of photographs or visuals of any nature whatsoever, of an artwork, without having obtained prior authorisation, constitutes an act of counterfeit which can engage the civil and penal liability for its author in accordance with articles L 331-1, L335-2 et L 335-4 of the intellectual Property Code.

At the Château des ducs de Bretagne (inside the museum and in the temporary exhibitions), as in the Machines de l'île, photographs with a flash and/or taken with a tripod, as well as videos are forbidden. The photographs of the artworks thereby made may only be used for personal purposes (limited to the family only: private use or for study in school) and non-commercial purposes.

Besides, at the Machines de l'île, any shooting inside the Elephant is strictly forbidden.

Freehand's drawing is allowed insofar as their authors do not impede the flow of users, of the staff and of the handling equipment. The authorisation should only be carried out for a reduced use in the family circle (private use or for study in school).

For any other uses than those authorized above, it is necessary that they have obtained express and prior authorization of the Director of the concerned site or, by default, or by the persons empowered to do so.

## **ARTICLE 8 – INSURANCES AND LIABILITIES.**

### **8.1 – Insurance and Liability of Le Voyage à Nantes**

Le Voyage à Nantes is covered by a Travel Agency Professional Liability insurance taken out the VHV ALLGEMEINE VERSICHERUNG AG company, through the cabinet Assurance Pilliot, rue de Witternesse – BP 40002 – 62921 Aire sur la Lys, that covers physical, material, and immaterial damages that may occur to the Customers as a consequence of a default or a deficiency due to its services in the course of its activities of sales of trips and/or stays, also including missions of tourism promotion and engineering, and any other activity referred to in articles L 211-1 and followings of the Tourism Code.

Le Voyage à Nantes also benefits from a financial guarantee established by the A.P.S.T.

Le Voyage à Nantes shall be held liable towards you for the proper performance of the obligations arising from the Contract, whether these obligations are to be discharged in person or by a Partner, without prejudice to its right to claim against the said agents.

However, Le Voyage à Nantes may be released from all or part of the liability by proving that the non-execution or the defective execution of the Contract was due either to You or to the unpredictable and insurmountable act of a third party not normally involved in the provision of the Services stipulated in the Contract, or to exceptional and unavoidable circumstances.

Le Voyage à Nantes cannot be held responsible for material damages (such as loss, theft or deterioration of equipment), immaterial and/or physical damages which may be suffered by the Customer and which may result because of the latter, in case of force majeure or because of any third party involved in the organization or in the execution of the Services.

In the eventuality that You encounter a problem not related to a failure or to the responsibility of Le Voyage à Nantes to fulfil its obligations under these General Terms and Conditions of Sale, Le Voyage à Nantes will do its utmost to assist You.

### **8.2 - Your Insurance and Liability**

No insurance is included in the Services offered.

Le Voyage à Nantes does not particularly offer any cancellation insurance. You are thus invited to draw closer to any authorized body for the purposes of taking out a cancellation insurance if you wish to benefit from one.

**You are responsible and ensure Le Voyage à Nantes against any damages caused by You or by the Participants (material damages and particularly damage caused to a third-party). You are also responsible and ensure Le Voyage à Nantes against any material and/or physical damages arising to the Participants (property damages and particularly damage caused to a third party). You are invited to take out an insurance contract, particularly a Public Liability and Property Damage, covering the consequences of Your activities.**

You and all the Participants undertake to comply with these General Terms and Conditions of Sale, the Specific Conditions as well as the Partner Conditions and with all the instructions and guidelines related to the Services set out on the Communication media, and to behave in a respectful and courteous way during the execution of the Services. In the eventuality that your attitude or that of one of the Participants might cause harm, a danger or trouble to one of the employees and/or agents of Le Voyage à Nantes, of the Partners, or of the public in general, Le Voyage à Nantes reserves the right in its sole discretion to put an end to the execution of the Services at any time. In such cases, you will not be entitled to any refund or compensation in respect of the early termination of your Services and Le Voyage à Nantes reserves the right to claim from You for the reimbursement of the costs resulting from this attitude.

## **ARTICLE 9 – PROOF**

It is expressly agreed that, except in the case of an obvious error of Le Voyage à Nantes, the data stored in the information system of Le Voyage à Nantes, notably in the e-mail tools used by Le Voyage à Nantes, shall constitute conclusive evidence as to the accepted Quotes and to the concluded Contracts and to the performance of the obligations of the parties. The electronic or computerized data being stored by Le Voyage à Nantes shall constitute evidence, and, if they are produced as means of evidence by Le Voyage à Nantes in any litigious proceedings or other, they shall be admissible, valid and enforceable as between the parties in the same manner, in accordance with the same conditions and with the same probative force as any document prepared, received or recorded in writing.



## **ARTICLE 10 – PRICE**

### **10.1 - General provisions**

The prices are indicated in the Contract and denominated in Euros.

The fixed prices in the Contract accepted by the Customer are firm and non-revisable subject to changes as referred to in article 10.2.

The prices of the Services are generally understood including all the related taxes, charges and the service costs. The costs and services charges correspond to the costs related to the Services, incurred by Le Voyage à Nantes and the Partners and in particular the indirect taxes (VAT, other similar taxes) and the other charges needed to process the Contract.

Besides, generally, unless explicitly stipulated otherwise, are not included in the prices, the overall personal expenditure or secondary to the Service, such as bus transfers (unless otherwise specified), all the extraordinary expenses following an event Le Voyage à Nantes can not be held responsible for, the optional insurances subscribed by a third party and outside from the Contract signed by Le Voyage à Nantes, and more generally any Service not expressly included in the Contract.

When the Contract includes an accommodation Service, the prices are notably calculated according to the number of overnight stays and not according to the number of full days.

### **10.2 - Price Changes**

The prices of the Services (except for a flat-rate basis for the guide and mediator Services) were determined in accordance with the economic conditions in force at the date Contract was drawn up.

In accordance with the articles L. 211-12 et R. 211-18 of the Tourism Code, the prices can be unilaterally revised by Le Voyage à Nantes, even after Your order was placed, after an evolution:

- 1° of the price of passenger transportation resulting from the cost of fuel or of any other sources of energy;
- 2° of the level of taxes and royalties on the travel services included in the Contract, imposed by a third party not directly involved in the implementation of the Contract, including the tourist taxes, landing taxes or boarding and disembarking taxes in ports and airports;
- 3° of the exchange rates related to the Contract.

In accordance with article R. 211-9 of the Tourism Code, Le Voyage à Nantes shall inform you, without undue delay, of the changes proposed and, where necessary, of their impacts on the price of the travel or of the stay, of the time limit within which you must communicate your decision about this change, of the consequences of failure to communicate a response within the time set.

If you don't agree with this change, Your Contract shall be terminated, with no further compensation.

The prices can be revised even after the Contract has been formed in case of changes caused by the Customer under the conditions laid down in article 6.1

Once the Contract was confirmed by the Customer in the forms provided for in article 5 aforementioned, Le Voyage à Nantes cannot apply the discount and the punctual promotional offers retroactively.

### **10.3 – Free admissions**

- Château des ducs de Bretagne: 1 free admission from 24 paying persons and above / 2 free admissions from 45 paying persons and above-
- Machines of the isle: 1 free admission from 24 paying persons and above / 2 free admissions from 45 paying persons and above,
- Visits, days, stays: see Specific Conditions stipulated in the Contract

Coach drivers have a free admission systematically (not included in the free admissions mentioned above) on the visits of the Sites, when they attend.

## **ARTICLE 11– PAYMENT METHODS**

### **11.1 – General provisions**

The payment methods are those laid down in the Contract.

All fees are inclusive of tax (except for inter-community Contracts with avec an appropriate justification). All the payments shall be made in euros

Unless otherwise specified in the Contract, the price of the Service(s) shall be paid by the Customer after execution of the Services upon receipt of the invoice sent by the Accounting Department of Le Voyage à Nantes, by:

- administrative payment order or voucher: send the purchase order by email or by post, or by fax at the contact details indicated in article 2;

or

- bank transfer: to the account IBANFR76 1444 5004 0008 0014 8170 223. On the account statement, the Customer shall write as the purpose of this bank transfer the name of his establishment as well as his file number or the invoiced transferred by the Voyage à Nantes and to inform the Groups Department whose contact details are indicated in article 2 and to the Accounting Department of Le Voyage à Nantes at the address [compta@lvan.fr](mailto:compta@lvan.fr).

## **11.2 – For Services only**

Unless stated otherwise in the Contract, no deposit shall be required for the Services only.

Payment on site shall be exceptionally accepted after prior written acceptance of the Groups Department. That one shall be made in cash, by French banque cheque or by credit card except for those belonging to the “American express” network. The paid invoice shall be sent after the visit by the Accounting Department of Le Voyage à Nantes.

### **11.3- For the Packages and/or the Baskets (half days, days and Stays)**

A 50% deposit shall be paid by the Customer at the date indicated on the Contract and 20 days at the latest before the starting point of the Services. If payment of the deposit is not made before the date indicated on the Contract, the offer of Le Voyage à Nantes shall be automatically cancelled.

The outstanding balance for the booked Services shall be paid by the Customer, after receipt of the invoice sent by the Accounting Department of Le Voyage à Nantes. No payment on site on the day of the Service shall be accepted.

## **ARTICLE 12 - INFORMATION AND CLAIMS**

Any claim that occurs during the performance of the Contract shall be submitted as soon as possible to Le Voyage à Nantes so as to allow a solution to be found instantly.

Any claim made after the performance shall be addressed to Le Voyage à Nantes as soon as possible and no later than 20 days following the end of performance of the Service, at the contact details indicated in article 2.

All claims shall be addressed by any means allowing Le Voyage à Nantes to acknowledge receipt.

The claim shall specify the details of Your dissatisfaction, the date of the Service and the number of the Quote.

You must respect the personal and confidential nature attached to any correspondence.

In the absence of a satisfactory response within 45 days after the dispatch of your claim, and in accordance with articles L. 612-1 et seq and L. 616-1 of the Consumption Code, You have the possibility to refer the matter to the Tourism and Travel Mediator, whose contact details and referral requirements can be obtained by consulting his website: [www.mtv.travel](http://www.mtv.travel).

The waiver by the Customer of one or several Services cannot be subject to any refund or compensation by Le Voyage à Nantes.

## **ARTICLE 13 - EXCEPTIONAL AND UNAVOIDABLE CIRCUMSTANCES**

Le Voyage à Nantes and/or the Partners reserve the right to cancel any booking in the event of exceptional and unavoidable circumstances making the execution of the order and/or the date change impossible to achieve.

Exceptional and unavoidable circumstances must be understood as any event that leads to a situation beyond the control of Le Voyage à Nantes and of the traveller and the consequences of which couldn't have been avoided even if all the necessary measures had been taken.

The situation will be measured as events unfold.

This shall particularly apply in case of a staff strike of Le Voyage à Nantes and/or of the Partners, of demonstrations unpredictable on the day the order was placed, of terrorist acts, of unpredictable weather conditions when the booking was made and unstoppable (storms, weather disaster warnings, etc.), of exceptional hydrological (rising water levels, floods) and geographical conditions.

In the case where Le Voyage à Nantes had no other choice but to cancel the Services, due to exceptional and unavoidable circumstances, before departure of the Customer (for the Packages) or before the Customer could start to benefit from it (for Services only), either a postponement of the Services, or their refund shall be proposed to the Customer.

In the case where Le Voyage à Nantes had no other choice but to cancel the Services, due to exceptional and unavoidable circumstances, after departure of the Customer (for the Packages) or after the Customer could start to benefit from it (for Services only), no refund shall be made to the Customer.

In any event, full or partial non-execution of the Services, due to a case of exceptional and unavoidable circumstances, will not lead to any additional damage and interest

#### **ARTICLE 14 - INTELLECTUAL PROPERTY**

Le Voyage à Nantes or its Partners are the owners of all intellectual property rights relating to the Website that belong to them or hold the related user rights.

Access to the Website does not convey any right over the intellectual property rights concerning the Websites, which remain the sole property of Le Voyage à Nantes or of its Partners.

The elements available on the Website, notably in the form of texts, photographs, images, icons, maps, sounds, videos, software, databases, data are also protected by intellectual and industrial property rights and other privative rights that are owned by le Voyage à Nantes or its Partners.

Except as specifically set forth in these General Terms and Conditions of Sale, You may not, under any circumstances, reproduce, represent, modify, transmit, publish, adapt, on any medium whatsoever, or exploit in any way, all or part of the Website without prior written permission of Le Voyage à Nantes. You are informed that this ban applies particularly, but not exclusively to practices such as scrapping or to the use of robots for purposes of extraction and of reproduction of all the elements of the Websites, including Service offers that are displayed, notably for commercial purposes.

Any use whatsoever, without having obtained prior permission by Le Voyage à Nantes, on any basis whatsoever, for all or part of the Websites may lead to any appropriate action, notably from a counterfeit action.

Only the use of a non-substantial part of the Websites is authorised for strictly private and non-commercial purposes.

The insertion of hypertext links in any part of the Websites is forbidden without the prior written consent of Le Voyage à Nantes.

This agreement shall by no means constitute an implicit affiliation agreement.

#### **ARTICLE 15 - TRANSFER**

In accordance with articles L. 211-1 et R. 211-7 of the Tourism Code, the Customer may transfer his Contract to a third, free of charge, provided they inform the society Le Voyage à Nantes in writing no later than seven (7) days before the start of stay of the Service, giving precisely the names and addresses of the transferee(s) and of the Participant(s) and justifying that the latter comply with the same conditions to benefit from the stay.

It is stipulated that the transferee must fulfil the same conditions as the Customer particularly regarding the discounted rates.

The Customer will have to collect the written consent of Le Voyage à Nantes before any effective divestiture. It being specified that the transferor of the contract and the transferee are severally liable for the balance of the price as well as for the charges, royalties and other potential additional costs incurred by this transfer.

#### **ARTICLE 16 - PROTECTION OF PERSONAL INFORMATION (CNIL)**

Within the frame of the Services, Le Voyage à Nantes can be led to collect personal data about You (particularly first and last name, postal address, telephone number, email, etc.). The personal data thus collected are processed by Le Voyage à Nantes, as responsible for processing, or any society to which it would have subcontracted the collection of the said data.

The information that You provide when placing your order will not be transmitted to any third party other than the suppliers of the services You have ordered. This information will be considered confidential by Le Voyage à Nantes and its suppliers. They will only be used by the internal departments of Le Voyage à Nantes and the said suppliers, for the processing of your order (management, follow-up and delivery). Your data will also be used to strengthen and personalize communication and the offer of services reserved for customers (in particular through the sending of newsletters). Thus, when creating Your account, You will be able to choose whether or not to receive mailings from Le Voyage à Nantes and/or from the suppliers of the services ordered.

In accordance with the regulation in force on the protection of personal data, You may exercise your right of access, rectification, deletion and portability of the data concerning You, as well as define the fate of your data, by sending an e-mail request to the following address: mesdonnees@lvan.fr or by sending a signed letter to the following address: Le Voyage à Nantes, 1-3 rue Crucy, BP 92211, 44022 Nantes Cedex 1, accompanied by a copy of your identity document. It is also possible to lodge a complaint with the CNIL : <https://www.cnil.fr/fr/plaintes>.

## **ARTICLE 17 – APPLICABLE LAW AND JURISDICTION**

These General Terms and Conditions of Sale as well as the Specific Terms and Conditions and the Partner Terms and Conditions are subject to French Law. In the absence of a prior amicable settlement, any dispute relating to their interpretation and/or execution shall be referred to the competent courts of Nantes.

## **ARTICLE 18 – MISCELLANEOUS**

The fact that Le Voyage à Nantes does not, at any time or other, raise any of the provisions of these General Terms and Conditions of Sale shall not be interpreted as a waiver by the latter of its right to avail itself of them at a later date.

In the event that one of the provisions of the General Terms and Conditions of Sale is declared null and void, it shall be deemed unwritten, without this affecting the validity of the other provisions, unless the provision declared null and void was essential and decisive.

## **ARTICLE 19 - EXTRACTS FROM THE TOURISM CODE (Order No. 2017-1717 of 20 December 2017, which entered into force on 1 July 2018)**

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

Any offer and sale of the services mentioned in Article L. 211-1 shall be subject to the submission of appropriate documents that comply with the rules defined by this section.

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

The exchange of pre-contractual information or the provision of contractual conditions shall be made in writing. They can be done electronically. The name or business name and address of the organiser or retailer and an indication of his registration in the register provided for in Article L. 141-3 or, where applicable, the name, address and indication of the registration of the federation or union mentioned in the second paragraph of Article R. 211-2 shall be mentioned.

### **Article R. 211-4**

Before concluding the contract, the organiser or retailer must provide the traveller with the following information:

- 1) The main characteristics of travel services:
  - a) The destination(s), itinerary and periods of stay, with the dates and, where accommodation is included, the number of nights included;
  - b) Means, characteristics and categories of transport, places, dates and times of departure and return, duration and place of stops and connections. When the exact time has not yet been fixed, the organiser or retailer shall inform the traveller of the approximate time of departure and return;
  - c) The situation, main characteristics and, if applicable, the tourist category of the accommodation under the rules of the country of destination;
  - d) Meals provided;
  - e) Visits, excursions or other services included in the total price agreed for the contract;
  - f) Where this is not apparent from the context, whether any travel services will be provided to the traveller as a member of a group and, in that case, if possible, the approximate size of the group;
  - g) Where the benefit of other tourist services provided to the traveller is based on effective verbal communication, the language in which such services will be provided;
  - h) Information on whether the journey or holiday stay is generally suitable for persons with reduced mobility and, at the request of the traveller, specific information on whether the journey or holiday stay is appropriate to the traveller's needs;
- 2) The company name and geographical address of the organiser and retailer, as well as their telephone and, where applicable, electronic contact details;

3) The total price including taxes and, where applicable, 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 that the traveller may still have to bear;

4) The terms of payment, including the amount or percentage of the price to be paid as a deposit 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 mentioned in III of Article L. 211-14 preceding the beginning of the trip or stay for a possible termination of the contract in the event that this number is not reached;

6) General information on passport and visa requirements, including the approximate duration of obtaining visas, as well as information on health formalities, from the country of destination;

7) A statement that the traveller may terminate the contract at any time before the start of the trip or stay, subject to the payment of an appropriate cancellation fee or, where applicable, a standard cancellation fee claimed by the organiser or retailer, in accordance with I of Article L. 211-14;

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

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

The form by which the information listed in this article is brought to the traveller's attention shall be laid down by joint order of the Minister for Tourism and the Minister for Economic Affairs and Finance. This decree specifies the minimum information to be brought to the traveller's attention when the contract is concluded by telephone. - — V. Arr. of 1 March 2018, *infra*.

#### **Article R. 211-5**

The information mentioned in 1o, 3o, 4o, 4o, 5o and 7o of Article R. 211-4 communicated to the traveller forms 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:

- 1) The specific requirements of the traveller that the organiser or retailer has accepted;
- 2) A statement 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 required to provide assistance to the traveller if he is in difficulty, in accordance with Article L. 211-17-1;
- 3) The name of the insolvency protection entity and its contact details, including its geographical address;
- 4) The name, address, telephone number, e-mail address and, where applicable, fax number of the local representative of the organiser or retailer, a contact point or other service through which the traveller can promptly contact the organiser or retailer and communicate effectively with him, request assistance if the traveller is in difficulty or complain of any non-compliance found during the execution of the journey or stay;
- 5) A statement that the traveller is required to report any non-conformity he finds during the execution of the journey or stay in accordance with II of Article L. 211-16;
- 6) Where minors, unaccompanied by a parent or other authorised person, travel on the basis of a contract including accommodation, information to establish direct contact with the minor or the person responsible for the minor at the minor's place of residence;
- 7) Information on the available internal complaint procedures and alternative dispute resolution mechanisms and, where applicable, on the entity to which the trader belongs and on the online dispute resolution platform provided for in Regulation (EU) No 524/2013 of the European Parliament and of the Council;
- 8) Information on the traveller's right to assign the contract to another traveller in accordance with Article L. 211-11.

With regard to the packages defined in e du 2o du A du II of Article L. 211-2, the professional to whom the data are transmitted shall inform the organiser or retailer of the conclusion of the contract giving rise to the creation of a package. The professional shall provide him with the information necessary to enable him to fulfil his obligations as an organiser. As soon as the organiser or retailer is informed of the creation of a package, he shall provide the traveller, on a durable medium, with the information mentioned in 1o to 8o.

#### **Article R. 211-7**

The traveller may assign his contract to an assignee who fulfils the same conditions as him to carry out the trip or stay, as long as this contract has not produced any effect.

Unless otherwise agreed in favour of the transferor, the latter must inform the organiser or retailer of his decision by any means capable of obtaining an acknowledgement of receipt at the latest seven days before the start of the journey. Under no circumstances is this transfer subject to prior authorisation by the organiser or retailer.

**Article R. 211-8**

Where the contract expressly provides for the possibility of revising the price, within the limits provided for in Article L. 211-12, it shall specify the detailed rules for calculating both upward and downward price changes, in particular the amount of transport costs and related taxes, the currency or currencies which may have an impact on the price of the journey or stay, the part of the price to which the change applies, and the rate of the currency or currencies used as a reference when establishing the price given in the contract.

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

**Article R. 211-9**

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

- 1) The proposed changes and, if applicable, their impact on the price of the trip or stay;
- 2) The reasonable time within which the traveller must inform the organiser or retailer of the decision he is taking;
- 3) The consequences of the traveller's failure to reply within the prescribed time limit;
- 4) If applicable, the other service offered, as well as its price.

Where the changes to the contract or the substitute service result in a reduction in the quality of the journey or stay or its cost, the traveller shall be entitled to an appropriate price reduction.

If the contract is terminated and the traveller does not accept any other service, the organiser or retailer shall reimburse all payments made by or on behalf of the traveller as soon as possible and in any event not 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 make the reimbursements required under II and III of Article L. 211-14 or, under I of Article L. 211-14, shall reimburse all payments made by or on behalf of the traveller less 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 contract has been terminated.

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

**Article R. 211-11**

The aid due 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 help the traveller to make long-distance calls and find 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 negligence. The invoiced price shall in no case exceed the actual costs incurred by the organiser or retailer.