



## GENERAL CONDITIONS OF SALE - Caval&go / SARL Chagritas Aventures

### DISCLAIMER

*Caval&go is a French company. French law strictly regulates the travel industry and affords all international and domestic customers a number of statutory rights. By law we must make the relevant legislation accessible to customers, which we do here, in French. This English translation is provided strictly as a guide to the legislation, for the convenience of English speakers. While we are confident this is a faithful and accurate translation, only the French text can be considered binding under French law.*

THE LAW OF 13 JULY 1992 regulates activities relative to the organisation and sale of travel and stays away.

Article 95 — Subject to the exclusions provided for by the second indented section (a and b) of article L211-8, all offers and sales of travel or stays away must be accompanied by the appropriate documents, which conform to the rules defined by this article.

The sale of airline tickets or tickets for transport on regular scheduled routes and lines, where this sale is not accompanied by services linked to these transports, the vendor must deliver to the consumer one or a number of tickets covering the totality of the journey operated by the transporter or under its responsibility.

In the case of custom or charter transport, the name and the address of the transporter issuing the tickets must be given. The separate billing of various elements of the same travel package do not relieve the vendor of the obligations set out in this article.

Article 96 — In advance of the signing of the contract, the vendor must communicate in writing to the buyer: its legal corporate name, address and official authorisation to operate; all information relative to the prices, dates and other elements that make up the service or package offered, such as:

- 1- The destination, the mode, characteristics and categories of transport used;
- 2- Le type of accommodation, its location, its level of comfort and its principal characteristics, its official approval and tourist classification in conformity with the regulations in force in the host country;
- 3- What meals are provided;
- 4- In the case of a tour, a description of the itinerary;
- 5- Health and safety formalities, such as immunizations, to be respected, notably when crossing borders, as well as the time these will take to complete;
- 6- The excursions and visits and other services included in the package or available subject to a price supplement;
- 7- The minimum or maximum group size permitted by the operator in order to operate a journey or stay away, subject to a minimum number of participants; the deadline for cancellation on the part of the consumer; this date cannot be less than 21 days;
- 8- The amount or the percentage of the total price to pay by way of deposit on signature of the contract, as well as the time-frame for payment of the balance;
- 9- The terms for the revision of prices included in the contract, pursuant to article 100 of this decree;
- 10- The contractual conditions for cancellation;
- 11- The conditions for cancellation defined by articles 101, 102 and 103 below;
- 12- The details concerning the risks covered and the amount of guarantees underwritten by the vendor's professional public liability insurance and the responsibilities of non-profit organisations or local tourist organisations;

13- The relevant information concerning the optional subscription to an insurance policy covering certain personal risks, notably the cost of repatriation in case of accident or illness.

Article 97 - The prior information given to the consumer is contractually binding, unless within this information the vendor has expressly reserved the right to modify certain elements. The vendor must, in this case, clearly indicate the extent of such modification and what elements are affected. In any event, the modifications made to elements contained in the prior information must be communicated in writing to the consumer before the signature of the contract.

Article 98 - The contract agreed between the vendor and the buyer must be in writing and established in two copies, signed by both parties, of which one must be given to the buyer. The contract must include the following clauses:

- 1- The name and the address of the vendor, its guarantor and insurer, as well as the name and the address of the organiser;
- 2- The destination or destinations of the journey and in the case of a tour or split journey, the different periods and their dates;
- 3- The mode, characteristics and categories of transport used, along with the dates, times and places of departure and return;
- 4- The type of accommodation, its location, its level of comfort and its principal characteristics, its official approval and tourist classification by virtue of the regulations in force in the host country;
- 5- The number of meals provided
- 6- The itinerary in case of a tour
- 7- The visits, excursion or other services included in the total price of the journey or stay;
- 8- The total price of services billed for, as well as notice of any and all revisions to this billing in accordance with Article 100, below;
- 9- Notice, if applicable, of charges or taxes pertaining to certain services such as taxes for landing, embarking or disembarking at ports or airports, or resort or local city taxes when they are not included in the package or service provided;
- 10- The time frame for and modes of payment of the price billed; in any event, the final payment made by the buyer cannot be less than 30% of the full price of the journey or stay and must be made on provision by the vendor of the documents allowing the buyer to travel;
- 11- Any particular conditions demanded by the buyer and accepted by the buyer;
- 12- The method by which the buyer can claim against the vendor for the non-execution or unsatisfactory execution of the contract; claims must be made in writing and addressed to the travel operator or service provider affected by the claim within a reasonable time and sent by certified mail/recorded delivery;
- 13- The deadline for cancellation of the journey or stay on the part of the vendor where the journey or stay is linked to a minimum number of participants, in line with the provisions in clause 7 of Article 96, above;
- 14- The conditions for cancellations of a contractual nature;
- 15- The conditions for cancellations provided for in Articles 101, 102, 103, below;
- 16- The details concerning risks covered and the amount of the guarantees related to the insurance contract covering the consequences of the civil liability from the vendor;
- 16- The details concerning the risks covered and the amount of guarantees underwritten by the vendor's professional public liability insurance policy;
- 17- The details concerning the insurance policy covering the consequences of certain types of cancellation underwritten by the buyer (eg, name of insurer), as well as those concerning the policy covering certain personal risk, notably repatriation in case of illness or injury; in this case, the vendor must provide to the buyer a document detailing, at the very least, the risks covered by and the risks excluded from the policy;

18- The deadline for termination of the contract by the buyer;

19- The commitment to supply in writing to the buyer, at least 10 days before the scheduled departure date, the following information:

a) the name, address and telephone number of the vendor's local representative or, in the absence of same, the names, addresses and telephone numbers of local organisations likely to help the consumer in case of difficulty or, in the absence of same, an emergency telephone number enabling the consumer to contact the vendor;

b) where children under 18 are travelling to foreign countries, a telephone number and address where the child or his or her guardian on site can be contacted directly;

Article 99 - The buyer can transfer the contract to an assignee who fulfills the same conditions, allowing the assignee to complete the journey or stay, as long as the journey or stay has not yet begun. In the absence of a stipulation buy the vendor more favourable towards the buyer, the buyer transferring the contract must inform the vendor of this decision in writing and by certified mail/recorded delivery no later than seven (7) days before the scheduled departure date. In the case of a cruise, the deadline is 15 days before departure. In no case may such a transfer be deemed to be agreed in advance by the vendor.

Article 100 - Where the contract includes the explicit possibility of a revision of prices, within the limits set out in the aforementioned Article 19 of the Law of 13 July 1992, it must stipulate the precise method of calculation for the variation of pricing, upwards as well as downwards, and notably transport prices and taxes pertaining to the transport, where currency fluctuation could have an impact on the price of the journey or stay, the part of the total price affected by the variation, the exchange rate for the currency of reference used when establishing the contract.

Article 101 - Should the vendor have cause, before the departure of the buyer, to modify an essential element of the contract, such as but not limited to a significant raise in price, the buyer may, after having been informed by the vendor of the modification in writing by certified mail/recorded delivery and without prejudice to any eventual claim for damages suffered:

EITHER: terminate the contract and obtain without penalty a reimbursement of all monies paid;

OR: accept the modification or substitution proposed by the vendor; an amendment to the contract detailing the modifications is then signed by the two parties; any reduction in price must be applied to the balance of monies due or, if full payment has already been made by the buyer, the excess amount must be refund before the scheduled departure date.

Article 102 - In the case provided for under the aforementioned Article 21 of the Law of 13 July 1992, when the vendor cancels the journey or stay before the buyer's scheduled departure date, he must inform the buyer by certified mail/recorded delivery; the buyer is entitled to immediate reimbursement, without penalty and without prejudice to an eventual claim for damages suffered, and also to a compensatory payment at least equal to the penalty he would have paid to the buyer if he had cancelled on the same date. The measures set out in this article do not in any case prevent the two parties from reaching an agreement by mutual consent by which the buyer can accept a substitution journey or stay proposed by the vendor.

Article 103 - Should the vendor, following the buyer's departure, find himself unable to supply a predominant part of the services agreed in the contract and which represent a nonegible percentage of the price paid by the buyer, the vendor must immediately take the following measures, without prejudice to an eventual claim for damages suffered on the part of the buyer:

EITHER: offer replacement services and bear the eventual cost in the case of a price supplement; if the services proposed to the buyer are of inferior quality, the vendor must reimburse the difference to the buyer on his return;

OR: if the vendor is unable to offer a replacement service or if a replacement service is refused by the buyer for valid reasons, the vendor must supply to the buyer, without a price supplement, travel tickets allowing the buyer to return, in conditions able to be judged equivalent, to his place of departure or to another place agreed by the two parties.

## **SPECIFIC TERMS AND CONDITIONS OF SALE - Caval&go / SARL Chagritas Aventures**

### **DISCLAIMER**

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1. The terms of purchase are subject to the provision of the French Decree no. 94-490 of 15 July 1992, setting the terms and conditions for exercising activities related to the organisation and sale of travels and tours. CHAGRITAS AVENTURES / CAVAL&GO was granted the travel agency registration no. IM077100025, and is a member of the French Professional Solidarity Association of Travel Agents, which guarantees its financial viability. CHAGRITAS AVENTURES / CAVAL&GO is covered by a professional public liability insurance from CHARTIS / Gras Savoye Insurance Group.

### **2. Subscriptions**

Subscriptions will be effective and valid upon receipt of the registration form as well as an advance fee of 30% of the tour total price and the full payment of the complementary insurance. Advance fee must be of €100 minimum. The outstanding balance must be paid 40 days before departure date, upon receipt of final invoice. In case of subscriptions within 40 days before departure, payment must be made in full at the time of registration. CHAGRITAS AVENTURES/ CAVAL&GO reserves the right to refuse a participant, if full payment has not been received by 30 days prior to departure date. In such case, the contract is considered as cancelled by the client. Payments can be made by bank transfer, cheque or credit card (except American Express).

By signing the registration form, the client agrees to the Terms and Conditions. The client acknowledges that he has read all information related to the selected tour, available on electronic and paper documents. These General Terms and Conditions, as well as the technical and practical information specific to each trip and destination, are available on the CHAGRITAS AVENTURES/ CAVAL&GO website.

For all information related to your trip, please refer to the documents mentioned above.

### **3. Prices**

Prices of tours and treks do not include transport (by train or airplane), since flights available on the Internet are generally cheaper than those sold by travel agencies. « All-inclusive » packages, including flights at the lowest fare, can be arranged by our partner AFRA Voyages.

Prices are based on two adults sharing a double room. Each tour description mentions which services are included or excluded in the price, as well as additional costs for single rooms, upgrade services or small groups, when applicable.

CHAGRITAS AVENTURES / CALAV&GO reserves the right to increase or reduce its prices depending on exchange rates and transport cost variations applying to the selected trip, or on inflation of local services (such as prices of entry tickets). CHAGRITAS AVENTURES / CALAV&GO reserves the possibility to modify its prices in case of change in service charges and fees, such as airport and port charges for landing, boarding or disembarking (these fees can be claimed until departure time).

### **4. Liability**

In accordance with the article no. 23 of the French law no. 92-645 of 13 July 1992, CHAGRITAS AVENTURES/ CAVAL&GO cannot be held responsible for the consequences of the following events:

- Failure to produce valid identification and health documents (ID card, passport, visas, vaccination certificate, etc.) at the immigration office.

For each destination, information concerning the country and specific requirements are updated according to the Ministry of Foreign Affairs website. However, in some countries, the political situation might evolve rapidly and all participants should keep themselves informed. French citizens can check police and custom requirements on [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr), or on [www.action-visas.com](http://www.action-visas.com), or health information on [www.travelsante.com](http://www.travelsante.com) concerning their destination or transit countries. Other nationals should refer to the consulate related to their destination country or other relevant countries.

- Incidents or unpredictable events that cannot be solved, occurring to a third party during the journey, such as: war, political troubles, strikes, technical incidents, airspace congestion, bad weather conditions, delays (in particular for security reasons), breakdowns, theft or loss of luggage or other belongings.
- Cancellation due to force majeure for security reasons and/ or upon order of administrative authorities.
- Incidents, accidents or physical damages resulting from a personal and unsafe initiative, in which case the participant did not follow the tour guide's advices and instructions.

Delay(s) and changes of itinerary resulting from the situations mentioned above will not be compensated in any form, particularly in case of modifications of the programme duration or delays for transport connections.

Possible additional costs due to modifications (tax, hotel, parking, etc.) shall be covered by the client.

## 5. Cancellation / Modification

### a) Cancellation by the client

Any cancellation (or modification within 60 days before departure, which will be considered as a cancellation) must be confirmed by registered mail with acknowledgment of receipt. The date of signature on the acknowledgment of receipt will be considered.

In any case, the cancellation insurance is highly recommended.

Except in case of specific conditions mentioned in writing during registration, the amount retained will be calculated as follow:

- Up to 61 days before departure: cancellation fees of €80 per person.
- From 60 to 30 days before departure: 30% of total price except flight.
- Within 30 days before departure: 100% of total price except flight.

Issued flight tickets will not be reimbursed, unless specified otherwise by the airline company.

### b) Cancellation by the organiser

If CHAGRITAS AVENTURES/ CAVAL&GO needs to cancel a tour, for whatever reason, registered participants will be fully reimbursed but will not be entitled to further compensation.

If the number of participant is insufficient, CHAGRITAS AVENTURES / CAVAL&GO can cancel the tour 21 days before departure at the latest. The tour can be maintained if all participants accept to pay an additional charge, calculated in the best possible way and not exceeding 10% of the total price. The minimum number of participants and the extra charge for small group are mentioned on the tour description. Otherwise, another date or destination will be suggested but not compulsory.

In case of service provider's failure or if for unforeseen reasons (weather conditions, requisition, political circumstances, strikes, etc.) all or part of the agreement had to be cancelled, it shall be replaced by equivalent services. In some circumstances, the itinerary, accommodation and transport can be modified. The participants will neither be entitled to turn them down without a good reason, nor claim any compensation. When certain circumstances let us no choice, we might have to change a mean of transport or an accommodation for another, modify the itinerary or cancel some of the excursions, although these exceptional modifications will not lead to any compensation. CHAGRITAS AVENTURES / CAVAL&GO will not be considered responsible for the resulting modifications or cancellation.

## 6. Complaints, disputes

Any travel-related complaint or dispute, that could not be resolved directly, should be addressed with clear explanations to the company, within one month after the return date, by registered mail with acknowledgment of receipt. Any complaint should be accompanied by original documentary evidences or a detailed report from the local service provider. CHAGRITAS AVENTURES / CAVAL&GO will answer your concern as quickly as possible after carrying out an investigation with the relevant service providers.

CHAGRITAS AVENTURES / CAVAL&GO commits to resolving all disputes through mediation process whenever possible. The mediator will make sure that all parties agree on the fairest option. If no amicable agreement can be arranged, and if the respondent agrees, any dispute resulting from the conditions mentioned above will fall within the jurisdiction of the French Superior Court of Paris.

## 7. Flights and transportations

If flights are booked through CHAGRITAS AVENTURES / CAVAL&GO, the company will not be held responsible in case of dispute with the air carrier.

Flights can be scheduled in early mornings or late evenings. Departure and return dates are considered as « busy ». Expenses due to departure and return schedule will neither be covered by CHAGRITAS AVENTURES / CAVAL&GO nor entitle the participant to cancel the tour or be reimbursed.

The participant must confirm his return flight on site, at the latest 72 hours before return time. Any flight that will not be confirmed on time might be cancelled by the flight company without compensation.

When booking your transportation to departure point or connecting train or flight, CHAGRITAS AVENTURES / CAVAL&GO advise you to make sure you have enough time in case of delays.

Missed connection because of delays will not entitle the participant to any kind of cancellation or reimbursement, and resulting expenses will not be covered by CHAGRITAS AVENTURES / CAVAL&GO. For some of our programmes, we can advise you on flight schedules. Participants, who choose to arrive or depart on a different flight from the rest of the group, will need to pay for transfer costs.

## 8. Comments

- Each participant is aware that CHAGRITAS AVENTURES / CAVAL&GO tours include physical activities and that medical centres can be remote. By completing the booking, the participant assume all risks associated with any aspect of the tour and understand that CHAGRITAS AVENTURES / CAVAL&GO, the guides and the other service providers shall not be liable for any personal injury occurring to the participants or to any members of their family.

- The equestrian level and personal requirements (size, weight) specified during the registration process are part of the contract : once on site, the service provider reserves the right to prohibit a rider from participating if he considers that his capacities or level does not correspond to the requirements agreed upon in the registration form and that it might affect the trek. In this case, the client will not be entitled to any compensation.

- All participants must have their own personal insurance. CHAGRITAS AVENTURES / CAVAL&GO can advise you on cancellation, assistance, repatriation, and comprehensive insurances from Generali Insurance group. If the participant did not subscribe to any of the insurances offered, he must provide a waiver of liability as well as proof of personal insurance coverage. CHAGRITAS AVENTURES/ CAVAL&GO advises all participants to check on their insurance coverage and take note of emergency telephone numbers.

- During the full duration of the tour, the luggage is the sole responsibility of the owner. CHAGRITAS AVENTURES/ CAVAL&GO advises passengers to check the loading and unloading of their baggage and list its content in case of theft or loss.

- Any participant who decide to shorten his stay or do not use some of the services included in the tour will not be reimbursed.

- Unless specified otherwise by the participant during booking, CHAGRITAS AVENTURES/ CAVAL&GO reserves the right to use photos and videos taken during the tour to illustrate the programmes, without paying any compensation.

- All information collected by CHAGRITAS AVENTURES/ CAVAL&GO is electronically processed to better respond to all requests. Personal data is processed in compliance with the French law of 6 January 1978 concerning data processing, files and liberties. All data is addressed to CHAGRITAS AVENTURES / CAVAL&GO and can be transferred to third parties. At any time, participants have the right to access, modify or oppose the disclosure of their personal data, by contacting CHAGRITAS AVENTURES/ CAVAL&GO (please indicate full name, mailing and e-mail addresses), by mail or e-mail to CHAGRITAS AVENTURES/ CAVAL&GO – 43, rue Royale, 77300 Fontainebleau, France – [contact@cavalandgo.com](mailto:contact@cavalandgo.com)