

# GENERAL TERMS AND CONDITIONS OF SALE FOR GROUPS

## **1. Preliminary stipulations**

These general terms and conditions of sale define the rights and obligations of SAEM Le Mémorial de Caen, hereinafter referred to as “the Memorial” (RCS Caen n° 348 713 694), and of its customers that purchase a ticket, a tour package, a tour and/or a stay on a site operated by the Memorial (hereinafter referred to, under the generic term, as “services”), in a group of at least twenty (20) participants for groups of adults – or fifteen (15) participants in school groups, apart from purchases on the <https://www.memorial-caen.fr/billetterie/> website, on which sales are governed by other terms and conditions.

**For the sale of tourism packages within the meaning of article L. 211-1 of the French Tourism Code, the provisions of articles R. 211-3 to R. 211-11 of the French Tourism Code are reproduced at the end of these general terms and conditions. These provisions apply only to stays that exceed twenty-four hours or include a night.**

These general terms and conditions cancel and supersede those that were previously applicable.

Making a purchase implies the customer’s full and unconditional acceptance of the general terms and conditions set forth hereinafter, which supersede any other documents such as printings, brochures, promotional catalogues or product descriptions issued by the Memorial. In that context, prior to conclusion of the contract, the Memorial informs the customer of the essential characteristics of the services offered, in particular, the periods during which the tickets are valid, the content of packages, the conditions of transportation and sojourn, the price, the terms and conditions of payment and any possible conditions for cancellation.

In that regard, pursuant to article L. 211-9 of the French Tourism Code, the information that appears in the Memorial’s brochures or on its website may be changed, in which case any such changes do not constitute a contract within the meaning of article L. 211-8 of the French Tourism Code.

The Memorial gives due care to the transmission of information regarding the essential characteristics of services it offers. The services are described in the Memorial’s brochures and on its website. The photos and illustrations that accompany its programmes on the website and in its commercial documents are not contractual and, therefore, shall have no bearing whatsoever on the Memorial’s liability.

In any event, the Memorial disclaims any and all liability in the event of changes or errors in the description of the characteristics of purchased services, unless the essential characteristics thereof are affected thereby.

The fact that a party does not invoke any of these terms and conditions at a particular time shall not be deemed a waiver of the right to do so subsequently.

The Memorial reserves the right to adapt, change or update its general terms and conditions of sale at any time and without advance notice. In any event, the applicable general terms and conditions of sale are those that are online on the date on which the customer makes its purchase or reservation.

## **2. Conclusion of the contract**

### **2.1. Legal capacity**

The customer declares that he has the legal capacity to conclude this contract – i.e. is of legal age and is not under guardianship or curatorship.

If a purchase or reservation of services is intended for minors, they must be accompanied by an adult.

### **2.2. Purchasing procedures**

The purchase or reservation of services may be made:

- At the counter of one of the Memorial’s sites
- By telephone : +33 (0)2 31 06 06 45, Monday through Friday, from 9:00 a.m. to 6:00 p.m.
- By email at the address : [resa@memorial-caen.fr](mailto:resa@memorial-caen.fr).

At the time of his request, the customer specifies the service(s) he wants, the date, the number of persons, and his contact data (telephone, postal and electronic addresses). The customer commits to provide complete and accurate information. In any event, the customer is responsible for the information he transmits, and the Memorial shall not be held accountable for any customer error in that regard.

The customer shall advise the Memorial of his particular needs with respect to the services he purchases. This information must be sufficiently explicit to enable the Memorial to carry out the services.

The customer must inform the Memorial in writing, prior to any order, of any particularities that might affect the arrangements for his stay (a person with reduced mobility with or without a wheelchair, allergies, special diet, etc.).

The proposals for a reservation contract made by Memorial are valid for thirty (30) days following the date of their issue. The benefit of a proposal of contract is strictly personal to the customer and shall not be assigned without the Memorial’s agreement.

The customer’s purchase or reservation is validated upon the Memorial’s receipt of the purchase or reservation contract signed by the customer, and, in any event, once the payment is made.

The customer’s purchase of services implies his full and unconditional acceptance of these general terms and conditions of sale.

The reservation contract specifies the reservation number, which the customer must indicate in all of his correspondence with the Memorial.

### **2.3 Terms and conditions with respect to modification or cancellation of the contract – no right of withdrawal for distance contracts**

**2.3.1.** After validation of the purchase or reservation, a total or partial cancellation or a quantitative or qualitative modification may be made only with the Memorial’s written agreement.

Requests for modification or cancellation must be made only to the Memorial by email ([resa@memorial-caen.fr](mailto:resa@memorial-caen.fr)) or by telephone (+33 (0)2 31 06 06 45), indicating the reservation number, the customer’s name and the date of the services.

Modifications are made by the Memorial according to the availability of services, without it committing to accept any request of the customer for modification. In the event of unavailability, the Memorial may offer alternative services. If the parties disagree thereon, they shall apply the terms and conditions for modification and cancellation specified herein, depending on the situation.

Also, in the context of certain promotional offers that the Memorial expressly identifies as such, the services are not exchangeable or refundable. Specific conditions of cancellation that depart from these general terms and conditions may be applied depending on the promotional offers (see the conditions specified in the offers).

No correction made directly by the customer in a document of the Memorial will be taken into account.

In the event of changes in the services, the customer may receive a new contract or new documents, especially when they are requested by telephone.

**2.3.2.** For total or partial cancellation by the customer, the Memorial may retain the following amounts depending on the date of cancellation and the date of commencement of the services:

- For cancellation more than 30 days before commencement of the service, no sum will be retained.
- For cancellation between D-30 and D-10, any total or partial cancellation will be subject to an invoice representing 30% of the price, all taxes included, of the service cancelled.
- For cancellation between D-9 and D-4, any total or partial cancellation will be subject to an invoice representing 50% of the price, all taxes included, of the service cancelled.
- For cancellation less than 3 days before the date of the service, any total or partial cancellation will be subject to an invoice representing 75% of the price, all taxes included, of the service cancelled.
- For cancellation on the date of the services, or if the customer is not present on the date of the services or the first service reserved, the service will be invoiced in full.

The date of modification or cancellation that is taken into account in that context is the date on which the Memorial receives the customer’s request.

**2.3.3.** If the customer arrives after the date of the first service or waives any of the services, or in the event of early departure during the course of a service, the customer will not receive any refund, except in a situation of *force majeure*.

**2.3.4.** For distance contracts, the consumer customer is informed that, by virtue of article L. 221-28-12° of the French Consumer Code, the right of withdrawal does not apply to contracts for accommodations, meals or recreational activities that must be provided on a particular date or according to a specific periodicity. Hence, for any services purchased or reserved at a distance from the Memorial, the customer does not have any right of withdrawal.

**2.3.5.** For the sale of tourism packages within the meaning of article L. 211-1 of the French Tourism Code, and in accordance with article R. 211-11 of said Code, the customer may assign his contract to another person that meets the terms and conditions applicable to the contract for the stay, insofar as this contract does not produce any effect before commencement of the stay. The customer must inform the Memorial of its decision by registered letter that is to be received within seven (7) days before commencement of the stay. The customer and the assignee are jointly and severally liable for payment of the balance of the price and any additional expenses that might be incurred for this assignment.

### **3. Provision, use and validity of tour documents**

In the context of these terms and conditions of sale, "tickets" designates tickets of admission to the Caen Memorial and its other sites, and tickets given for packaged tours and services offered by the Memorial.

When the customer makes his purchase at the counter, he is given his tour documents for access to the services at that time.

When the customer has made his purchase or reservation from a distance, he presents his reservation contract indicating his reservation number, at the Memorial's counter on the date of the services, in order to receive his tickets or any other documents for access to the services.

If the parties agreed to particular conditions of payment, the customer will also give the Memorial his purchase order or coupon to enable the Memorial to issue its invoice subsequently under the terms and conditions that are agreed upon. If these documents are not presented, the services will be immediately payable at the Memorial's counter on the date of the services.

The admission tickets give direct access to the site involved.

The admission tickets for the Caen Memorial site are valid for twenty-four (24) hours after the first admission. The admission tickets for the other sites are valid for the date and/or the hour indicated.

Only the first person to present the admission ticket will be admitted, with that person being presumed to be the legitimate holder of the ticket.

Admission tickets that do not have any particular date are valid for eighteen (18) months from the date on which they are issued.

Dated tour documents are valid only for the date(s) indicated thereon. They are to be given to the service providers involved. They are not exchangeable or refundable.

Reproduction, duplication or counterfeiting of an admission ticket or any other tour documents, or making them available for such purposes, or using copies of these documents, is strictly prohibited. Such acts are subject to criminal prosecution, without prejudice to the Memorial's right to claim damages from the perpetrators for the injury incurred.

### **4. Price/Payment**

**4.1.** The price of services is specified in the Memorial's brochures and on its website. These prices are only for the services explicitly described. They are stated per person in euros, all taxes included. The applicable VAT is that which is in effect at the time of the billing. They are valid for the calendar year.

Once the purchase or reservation is validated, the Memorial cannot retroactively apply *ad hoc* reductions and promotional offers.

When the tariff is conditioned by the age of children, the age on the first day of provision of the services is taken into account. The Memorial's staff may, at any time, request documentation of the children's age and of any price reduction related thereto. Without the presentation of documentation, and if it turns out that there is doubt as to the age or the veracity of the reduction, the adult tariff may apply.

**4.2.** Unless otherwise agreed, the payment is made at the Memorial's counter on the date on which the services are rendered. The invoices are payable immediately.

It is specified that, the event of payment difficulties with the client, the Memorial reserves the right to require a payment in advance.

In any event, the obligation to pay is met only when the amount in euros is definitively credited to the Memorial's account. No discount is granted for early payment.

**4.3.** In the event of late payment, after prior notice, the professional customer will owe a penalty of three times the legal interest rate, as well as a fixed indemnification for collection costs of forty (40) euros, without prejudice to payment of all the legal fees and the costs of proceedings, legal actions or collection duly documented by the Memorial. The billing of these various amounts does not deprive the Memorial's right to cancel the order as a matter of law without judicial formalities three (3) days after a notice to pay served by registered letter with an acknowledgement of receipt has gone unheeded.

In any event, a default in the payment of an invoice by the due date entails immediate payability of the sums owed by the customer for his order as well as for all orders that have already been executed or are in the process of being executed. The services may also be suspended without the right to any indemnification, until full payment of all the sums owed with interest thereon.

### **5. Performance of services**

The Memorial commits to carry out the services that are entrusted thereto in accordance with the applicable standards and regulations.

As an independent enterprise, the Memorial reserves the right to subcontract all or part of its services.

In case of sale of tourist package within the meaning of article L. 211-1 of the French Tourism Code, and in accordance with article R. 211-17-1 of said Code, the Memorial promptly provides a traveller that might be in difficulty with assistance appropriate to the circumstances involved.

If the services include meals, the customer must confirm a detailed menu directly in the reservation contract that he has returned and signed. Otherwise, the Memorial will impose its own menu. Unless the Memorial and the customer expressly agree otherwise, menus are only indicative and may change according to the supplies.

Any request related to particular diets must be made in writing by the customer at the time of his reservation, so that a personalized proposal may be considered in appropriate cases.

It is specified that price reductions are not granted for food that is not consumed.

The invoice is issued on the basis of the number of persons indicated in the reservation contract.

### **6. Complaints**

Any complaint related to a service must be submitted to the Memorial by registered letter with an acknowledgement of receipt within seven (7) days following performance of the service that is the subject of the complaint.

It is up to the customer to provide proof of the abnormalities that have allegedly occurred. The customer must enclose with his complaint the purchase or reservation and tour documents (purchase confirmation, admission ticket(s), exchange coupons, etc.) indicating the number of participants.

### **7. Customer's obligations**

The services entrusted to the Memorial are carried out only in close collaboration between the Memorial and the customer, on the basis of the information transmitted to the former by the latter. To that end, the customer commits to provide the Memorial with all of the necessary elements. The customer therefore contracts an obligation towards the Memorial to provide information, and, in particular, commits to transmit any useful documents and particulars. In that regard, the customer remains liable for the content and accuracy of information he transmits to the Memorial and guarantees it against, and holds it harmless from, any legal action that might arise from such information.

The Memorial shall not be held accountable for the choice of services made by the customer. Moreover, the Memorial commits that it will not interfere in the customer's educational choices, and does not guarantee the impact of its services on the customer's educational programme.

The customer is required to comply with the Memorial's internal rules applicable to visitors. These rules are transmitted to the customer upon his written request. A breach of these internal rules may result in expulsion from the Memorial and in indemnification of any injury incurred by the Memorial.

The customer and each participant are entirely responsible for any statements, photos, acts and videos they might make on the occasion of services and might broadcast in social networks or blogs, and, therefore, are liable for the consequences thereof (non-pecuniary, legal...). Under no circumstance shall the Memorial be held liable for their content and the consequences of their dissemination.

The Memorial disclaims any and all liability in the event of neglect, loss or theft of personal effects in buses, minibuses or anywhere else, and does not guarantee the return thereof.

### **8. Liability**

**8.1.** The Memorial shall not be held liable for any delay or lack of execution due to a situation of *force majeure* or for reasons imputable to the customer or a third party.

If the carrying out of a service is delayed for reasons imputable to the customer or a third party, the Memorial disclaims any and all liability in consequence of that delay, which, by express agreement, shall not under any circumstance give rise to indemnification.

A party shall not seek the other party's liability, and its obligations shall be suspended, if an event of *force majeure* occurs. A situation of *force majeure* designates any event that renders impossible or obviously more difficult the execution of an obligation due to its unforeseeable, uncontrollable or external nature – these three criteria being alternative – such as fires, floods, total or partial strikes, paralyzes of road or other means of transportation, shortage of energy supply, blockage of telecommunications and computer networks, changes of regulations, delays or failure in the service of external partners such as suppliers or subcontractors of the Memorial, wars, riots, etc., as well as any other events deemed by law or case law to constitute an event of *force majeure*.

It is also specified that any event imposed on the Memorial due to its legal status as a semi-public company and/or the nature of the premises (particularly in the event of ceremonies or commemorations, visits of officials or heads of State, etc.) and/or operations conducted for reasons of safety (closing of the site, evacuation of visitors, etc.) constitutes a situation of *force majeure*.

In a situation of *force majeure*, the obligations of the party impaired thereby shall be suspended. It shall promptly inform the other party as soon as the situation is brought to its attention. In the event that the Memorial encounters an impediment, it shall issue a credit or refund to the customer, depending on the situation, to the exclusion of any indemnification. In the event that the customer incurs impairment, the Memorial must be duly paid for any services that might have been carried out and for any costs that might have been incurred in execution of its obligations.

**8.2.** When the Memorial's liability is engaged after proof that it is at fault, only the customer's direct, personal and indisputable injury shall be redressed, to the express exclusion of any consequential loss and/or injury. The amount of damages that the Memorial may be led to pay under its civil and/or contractual liability is, in any event, limited to the price of services specified in the reservation contract concluded with the professional customer and to the Memorial's limit of insurance.

## **9. Insurance**

The Memorial has subscribed with MMA IARD – 14, boulevard Marie et Alexandre Oyon – 72000 LE MANS, to insurance contracts covering its Professional Civil Liability (contract n° 113 984 572 for the site of the Caen Memorial; contract n° 114 374 110 for the site of Arromanches 360°; and contract n° 143 215 049 for the site of the Falaise Memorial). This insurance covers the Memorial against the financial consequences of professional civil liability as defined in articles L. 211-16 and L. 211-17 of the French Tourism Code, and against the financial consequences that might fall on the Memorial due to bodily injuries, property damage or consequential losses to customers, service providers or third parties caused by torts, factual or legal errors, omissions or negligence in the carrying out of packaged tourism services, up to 10 000 000 euros per year of insurance for bodily injuries, property damage or consequential losses. The Memorial shall transmit the terms and conditions of its insurance conditions upon the customer's request in writing.

## **10. Intellectual property / Personal data protection**

**10.1.** Unless otherwise stipulated, the Memorial's creations (illustrations, texts, wording, trademarks, images, logos, videos, etc.) remain its intellectual property, which shall not be used, reproduced, transmitted, executed, adapted or translated without its prior written authorization. In any event, the customer may use the Memorial's documents only in accordance with the purpose for which they were transmitted.

**10.2.** The Memorial collects and processes the customers' personal data pursuant to the regulations applicable thereto and to the Confidentiality Policy it has implemented, which supplements these general terms and conditions of sale and constitutes an integral part thereof. In that regard, the Memorial recommends that the customers review it **by clicking [HERE](#)**.

**10.3.** The consumer customer is advised that he may be put on a list for the prevention of telephone canvassing ("Bloctel" list). But that does not prevent the Memorial from contacting the customer by telephone for the sole purpose of executing this contract.

## **11. Applicable law /Disputes**

The parties agree that these terms and conditions and the consequences thereof are governed by French Law.

If these general terms of sale are translated, only the French version will apply in the event of disputes or legal action.

**The consumer customer is informed that, in the event of a dispute, it may pursue recourse through a contractual mediation procedure or any other amicable procedure for the settlement of disputes.**

**Hence, the consumer customer may submit any dispute with the Memorial to the [Association Médiation Tourisme et Voyage](#).**

Address : BP 80303 – 75823 PARIS cedex 17 – France

Website: <https://www.mtv.travel>

**Before submitting its dispute to the mediator, the consumer customer commits to transmit it to the Memorial's customer department at the address indicated in article 12 of these general terms and conditions.**

Also, the Memorial informs the customer that the European Commission has established an online platform for the settlement of disputes, which it may use in the event of a dispute related to this contract. This platform is accessible by **clicking [HERE](#)**.

## **12. Contact**

LE MÉMORIAL DE CAEN – Esplanade Général Eisenhower – CS 55026 - 14050 CAEN cedex 4 – France

Legal status: Local semi-public limited company

Registered capital: € 1 233 027

Identification number: 348 713 694 00019

Registration number in the registry of tour and holiday operators: IM014100010

VAT number: FR 71348713694

Insurer: MMA IARD – 14, boulevard Marie et Alexandre Oyon – 72000 LE MANS.

For any question or complaint related to services, reservations or personal data, the customer may contact the Memorial at the following address:

**LE MÉMORIAL DE CAEN**  
**Esplanade Général Eisenhower**  
**CS 55026**  
**14050 CAEN cedex 4**  
**France**  
**Tél : + 33 (0) 2 31 06 06 45**  
**Email : [resa@memorial-caen.fr](mailto:resa@memorial-caen.fr)**

# EXTRACT OF THE FRENCH TOURISM CODE

## Stay and travel sales contract [free translation]

### Article R. 211-3

Any offer and sale of services specified in article L. 211-1 requires provision of appropriate documents that comply with the rules set forth in this section.

### Article R. 211-3-1

The pre-contractual information and the contractual terms and conditions are transmitted in writing, which may be done by email. The name or corporate name and the address of the organizer or retailer, as well as its registration number in the registry specified in article L. 141-3, or, if applicable, at the Federation or the Union referred to in the second paragraph of article R. 221-2, are indicated therein.

### Article R. 211-4

Prior to conclusion of the contract, the organizer or retailer must transmit to the traveller the following items of information:

1° The principal characteristics of travel services:

- a) The travel destination(s), itinerary and periods, with the dates thereof and, when accommodations are included, the number of nights;
- b) The means, characteristics and classes of transportation, the dates and times of departure and return, the duration and location of stopovers and connections. When the precise times are not yet specified, the organizer or retailer informs the traveller of the approximate times of departure and return;
- c) The situation, the principal characteristics and, if applicable, the tourism class of accommodation pursuant to the rules in effect in the country of destination;
- d) The meals provided;
- e) The visits, excursions or other services included in the contract price;
- f) When travel services will be provided to a traveller who is a member of a group, the approximate size of that group, subject to contractual specifications thereof;
- g) When other tourism services provided to the traveller depend on an effective verbal communication, the language in which these services will be provided;
- h) Information as to whether the vacation travel or sojourn is generally adapted to persons with reduced mobility; and, at the traveller's request, specific information as to whether the vacation travel or sojourn meets the traveller's needs;

2° The organizer's or retailer's corporate name, geographical address, telephone number, and, if necessary, its email address;

3° The total price, taxes included, and, to the extent possible, all of the costs, fees and other supplements; or, when they cannot be reasonably calculated before conclusion of the contract, an indication of the types of additional costs that the traveller may still have to bear;

4° The terms and conditions of payment, including the amount or percentage of the price to be paid as a down payment and the schedule for payment of the balance, or the financial guarantees to be paid or provided by the traveller;

5° The minimum number of persons for the travel or sojourn, and the deadline specified in III of article L. 211-14 preceding commencement of the travel or sojourn for a possible cancellation of the contract if that minimum is not reached;

6° General information regarding the conditions applicable to passports and visas, including the approximate time required for procurement of visas, as well as information regarding formalities related to health in the country of destination;

7° An indication that the traveller may cancel the contract at any time before commencement of the travel or sojourn, in consideration of the payment of appropriate costs of cancellation, or, if applicable, standard costs of cancellation claimed by the organizer or retailer in accordance with I of article L. 211-14;

8° Information regarding mandatory or optional insurance covering the costs of cancellation of the contract by the traveller, or the cost of assistance, covering the repatriation in the event of accident, illness or death.

Regarding the packages defined in item e of 2° of A of II of article L. 211-2, the organizer or retailer and the professional to whom the data are transmitted ensure that each of them provides the traveller, prior to conclusion of the contract, with the information listed in this article, to the extent that it is relevant to the travel services that they offer.

The form in which the information listed in this article is brought to the traveller's attention is determined by joint decision of the ministry of tourism and the ministry of economy and finances. This decision specifies the minimum information to be brought to the traveller's attention when the contract is concluded by telephone.

### Article R. 211-5

The information mentioned in 1°, 3°, 4°, 5° and 7° of article R. 211-4 and transmitted to the traveller is part of the contract and may be changed only under the conditions stipulated in article L. 211-9.

### Article R. 211-6

In addition to the information mentioned in article R. 211-4, the contract must include the following information:

- 1° The traveller's particular requirements to which the organizer or retailer has agreed;
- 2° An indication that the organizer and the retailer are responsible for proper execution of all the travel services included in the contract in accordance with article L. 211-16, and that they have the duty to assist the traveller if he has problems, in accordance with article L. 211-17-1;
- 3° The name, contact data and geographical address of the entity responsible for protection against insolvency;
- 4° The name, address, telephone number, email address and, if applicable, the fax number, of the local representative of the organizer or retailer, or a point of contact or another service through which the traveller may quickly contact the organizer or retailer and communicate therewith efficiently, ask for assistance if the traveller has problems, or complains about any nonconformity encountered during the travel or sojourn;
- 5° An indication that the traveller must report any nonconformity he observes during his travel or sojourn in accordance with II of article L. 211-16;
- 6° When minors will not be accompanied by a parent or an authorized person and will travel on the basis of a contract that includes accommodations, information for contacting directly the minor or the person responsible for the minor at the location of his sojourn.
- 7° Information regarding the internal procedures for the processing of complaints and the extrajudicial mechanisms for settlement of disputes, and, if necessary, regarding the entity

to which the professional is attached, and the platform for settlement of disputes specified by (EU) regulation n° 524/2013 of the European Parliament and Council;

8° Information regarding the traveller's right to assign the contract to another traveller in accordance with article L. 211-11.

With respect to the packages defined in item e of 2° of A of II of article L. 211-2, the professional to whom the data are transmitted informs the organizer or retailer of conclusion of the contract that specifies an all-inclusive price. The professional provides it with the information necessary for it to meet its obligations as an organizer. As soon as the organizer or retailer is advised of the creation of a package, it provides the traveller with the information indicated in 1° to 8° on a durable medium.

### Article R. 211-7

The traveller may assign his contract to a person who meets the same conditions that he does for the travel or sojourn, insofar as the contract has not yet taken effect in a significant way.

Unless stipulated more favourably to him, the assignor must inform the organizer or retailer of his decision to assign his contract by any means that would enable him to obtain an acknowledgement of receipt at least seven days before commencement of the travel. The assignment does not, in any event, require the organizer's or retailer's authorization beforehand.

### Article R. 211-8

When the contract stipulates the express possibility of revising the price within the limits specified in article L. 211-12, it states the precise methods for calculating price increases, reductions and changes, the amount of transportation costs and the taxes related thereto, the currency(ies) that may affect the price of the travel or sojourn, the portion of the price to which the change applies, and the exchange rate of the currency(ies) used as a reference upon establishment of the price appearing in the contract.

In the event of a price reduction, the organizer or retailer has the right to deduct its actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organizer or retailer provides proof of these administrative expenses.

### Article R. 211-9

When, prior to the traveller's departure, the organizer or retailer is obligated to make a change in any of the essential elements of the contract -- if it cannot meet the particular requirements specified in 1° of article R. 211-6, or in the event of a price increase exceeding 8% -- it promptly gives the traveller, in a clear, comprehensible and easily visible way, the following information on a durable medium:

1° The changes proposed and, if necessary, the effects thereof on the price of the travel or sojourn;

2° A reasonable time within which the traveller must inform the organizer or retailer of his decision;

3° The consequences of a lack of response within the specified time;

4° If applicable, the other service offered and its price;

When the changes in the contract or the replacement service entail a lower quality of travel or sojourn or a reduction in its cost, the traveller has the right to an adequate price reduction.

If the contract is cancelled and the traveller does not accept any other services, the organizer or retailer refunds all of the payments made by the traveller or on his behalf as promptly as possible and, in any event, within fourteen days after cancellation of the contract, without prejudice to compensation pursuant to article L. 211-17.

### Article R. 211-10

The organizer or retailer makes the refunds required by virtue of II and III of article L. 211-14 or pursuant to I of article L. 211-14, it refunds all of the payments made by the traveller or on his behalf, less the appropriate costs of cancellation. These refunds to the traveller are made as promptly as possible and, in any event, within fourteen days after cancellation of the contract.

In the situation specified in III of article L. 211-14, the supplementary indemnification that the traveller might receive is equal to at least the penalty he would have incurred if the cancellation had occurred on that date for reasons imputable to him.

### Article R. 211-11

In particular, the assistance to be provided by the organizer or retailer pursuant to article L. 211-17-1 consists of:

1° information regarding health services, local authorities and consular assistance;

2° assistance in the traveller's long-distance communications and in finding other travel services.

The organizer or retailer has the right to charge a reasonable price for such assistance if the difficulty is caused by the traveller's intentional behaviour or negligence. The price charged shall not under any circumstance exceed the costs that the organizer or retailer actually incurs.