

Last update the 26th of July 2021

Sales and rental conditions of www.popliday.com

Sales conditions

The present conditions of sale are concluded on the one hand between the company POPLIDAYS, SAS with a capital of 868 988,00 euros whose head office are located at URRUGNE - ZA Putillenea, registered at the Registry of Commerce and Companies of Bayonne (France) under N ° 528 366 016 and the Registry of Travel Operators and Stays under No. IM064110003, hereinafter referred to as "POPLIDAYS" and on the other hand, by any physical or legal person wishing to make a purchase via the website of "POPLIDAYS" in line, by telephone, by an intermediary or a partner, hereinafter referred to as the "BUYER".

Object

These terms of sale are intended to define the contractual relationship between POPLIDAYS and the BUYER and the conditions applicable to any purchase made through the POPLIDAYS merchant site, whether the BUYER is professional or individual.

The acquisition of a good or a service through the present site implies an acceptance without reserve by the BUYER of these conditions of sale. These conditions of sale will prevail over all other general or special conditions not expressly approved by POPLIDAYS. POPLIDAYS reserves the right to modify its conditions of sale at any time. In this case, the applicable conditions will be those in force on the date of the order by the BUYER.

We thank you for reading them carefully before booking a rental.

Definitions

The total price includes :

- Rental pricing
- Fix Fees

The total price excludes (this list is not exhaustive, please refer to the lodging description or any information given in the travel documents) :

- Insurance
- Extra fee for late arrival
- Deposit
- Cleaning deposit
- Local stay tax (legal tax)
- Electricity consumption fees
- Animals fee (if accepted in the lodging)
- Wi-Fi (if available)
- Bedlinen
- Towels
- Baby bed
- Baby chair

Support : Any material, any media, any commercial means showing our rental offers.

Partner : Any real estate professional, travel agency or tour operator in charge of our property portfolio.

Prior information

Prior to the conclusion of the reservation contract, you will find on the internet all the information on prices, dates and elements of the stay such as:

Housing situation, level of comfort, main characteristics according to the POPLIDAYS criteria and the possible uses of the country, amount or percentage and schedule of payments, cancellation conditions ...

The apartments and houses offered being seized based on information collected several months before, changes may have occurred before your reservation, updated as and when in our computer system. The description and invoice / booking confirmation are the only contractual elements of your booking. The data mentioned on the internet in the price grids are valid on the date of your booking and replace the previous publications.

1. Characteristics of goods and services

The products and services offered are those listed in the catalog published on the POPLIDAYS website.

These products and services are offered within the limits of available stocks.

Each product is accompanied by a description of the product and photos prepared by the partner POPLIDAYS.

The photographs of the catalog are as faithful as possible but cannot ensure a perfect similarity with the offered product, in particular as regards the colors.

2. Registration, conclusion of the contract and terms of payment

Reservations can be made to our services in writing, by phone, on the internet or through a travel agency or an organization having a collaboration agreement with POPLIDAYS.

A booking confirmation is sent to you by e-mail or sent to the travel agency or intermediary organization where you made your reservation. This confirmation includes the details of your reservation, the description of the accommodation and these conditions of sale. In the case of a booking by an intermediary, the description must be communicated to you immediately by the intermediary. It is also the intermediary company that will charge you for the stay. Moreover, in this case, the general conditions of sale applicable will be those of the intermediary.

POPLIDAYS reserves the right to modify or cancel a reservation, without any liability or penalty, if an error or mission leads to a result (price, description, location) patently unreasonable.

A deposit calculated on the total amount of the stay, plus any other optional fees that you have subscribed (insurance, outside service, etc. ...) may be required to order. The application of a deposit and its amount remains at the discretion of Popliday and will be indicated in the sales tunnel before payment of the order.

The contract will be considered concluded upon receipt of the full deposit paid by credit card (credit card, Visa or Mastercard). You can also pay by check, holiday check or bank transfer. **** In default of payment of this deposit within 4 days, POPLIDAYS reserves the right to cancel the reservation and will resume the free disposal of the rental reserved.

In the case of a reservation made less than 35 days before the date of the beginning of the stay, the total amount of the stay is due on the day of the reservation.

In the absence of the payment of the balance or the totality for the late bookings, POPLIDAYS can consider itself as

unloaded of any engagement. POPLIDAYS reserves the right to retain any previous payments received in the event of a cancellation following a non-payment of the balance and to cancel a file that has not been settled in due time. The voucher will be sent to you by email by POPLIDAYS or by an organization having a collaboration agreement with POPLIDAYS after reception of the total payment of the service and before the beginning of the stay. He mentions all the information necessary to access your accommodation and will have to be presented to the person in charge of receiving you. No special request made to the booking office can not engage the responsibility of POPLIDAYS for its realization unless POPLIDAYS has expressly confirmed it in writing.

**** To ensure the final validation of the reservation, POPLIDAYS provides:

- 37 days before the beginning of the stay, a reminder that the balance must be paid no later than 33 days before arrival.
- 35 days before the beginning of the stay, a payment forecast
- From 33 days before the start of the stay, a daily reminder mentioning the delay before cancellation of the reservation to the customer with an open file
- On the 29th day before the beginning of the stay and if no payment has been made to pay the balance, POPLIDAYS reserves the right to cancel the reservation.

In the case of payments made by credit card; they will be realized through the secure system Stripe which uses the protocol SSL (Secure Socket Layer) so that the transmitted information is encrypted by a software and that no third cannot take note of it during the transport on the network.

3. Services and prices

The prices listed on the support are prices in euros. POPLIDAYS reserves the right to modify its prices at any time, it being understood that the price indicated will be the only one applicable at the time of the reservation.

The listed prices do not include handling fees, insurance, transport and transportation to the place of stay and various options (sheets, packages, complementary activities) except in case of specific mention posted on the website. site.

Prices published for holiday accommodation are per day, per week or per month or for the duration of the stay. Not all dwellings listed in the same category are necessarily alike, nor are they all affected by special offers. The number of people allowed per dwelling is defined as maximum capacity: adults and children included.

A child is considered to be a person aged 2 or over on the date of stay, under 10 years of age.

Regarding rentals with swimming pool (private or collective), access to the pool is strictly prohibited to minor children unaccompanied by an adult and may be subject to an internal regulation.

For bunk beds, sleeping at height is not suitable for children under 6 years old.

When your stay is straddling two different price periods, it is the day of arrival which is considered as the first day of vacation and the count is done in proportion to the nights on each price period. Energy costs and water consumption are generally included in the prices, unless otherwise stated in the description.

The final cleaning, if it is not included in the price-week, is mentioned in the tariffs of the partner.

The same goes for the proposed cancellation insurance which is optional.

For each booking, POPLIDAYS will charge a flat fee for handling fees, regardless of the number of people and length of stay.

To be paid on the spot:

- The tourist tax, local tax in some municipalities, which must be paid to the person in charge on the spot upon your arrival (amount per person and per day, variable according to the place).
- The deposit (variable amount depending on the location and type of accommodation).
- Any special services that you have made or would request, such as bed linen and towels that are optional.
- Some supplements (cleaning deposit, linen, energy costs ...) indicated on the invoice-confirmation.

The data relating to local infrastructures (means of transport, shops, restaurants, sports facilities, tourist visits ...) mentioned on our site and included in the booking confirmation, are provided by third parties. Changes can occur without our being informed; the responsibility of POPLIDAYS cannot therefore be called into question. The same is true for all services that are subject to external constraints (water supply, gas and electricity for example), regulations that may be modified at any time by decision of the administrations concerned and for weather conditions.

It is your responsibility to inform you beforehand about the environment and the geographical particularities (altitude, escarpment ...), climatic or economic of the place of your holidays.

Any modification of a booking, if it can be done, may result in a modification fee of 50 €, whenever the modification occurs.

The modification of a file will be subject to the prior agreement of Popliday.

From 43 days before the start date of stay, any modification to your initiative can be considered as a cancellation, resulting in cancellation fees according to the scale defined in article 6 below, followed by a new reservation.

4. Modification of prices and services

The descriptions of the rentals and the calculation of the prices are elaborately elaborated. However, changes may occur. The updated data will be mentioned on your confirmation / invoice. Your payment implies acceptance of the terms of the contract and changes to the site. However, the same case may occur after the conclusion of the contract. Although this eventuality is unlikely, it cannot be totally excluded. If it is a significant change in a key point of your contract (for example, unavailability of housing due to urgent work, significant price increase ...), you have the right to ask for termination No charge within 5 days of our confirmation. You will then receive a refund of the amounts already paid. For the only cases where the indicated prices would rise due to the introduction of new taxes, royalties or a variation of the exchange rates, and provided that the modification intervenes at the latest 22 days before the date of beginning of stay and after the conclusion of the contract, they will not be subject to any dispute. However, if the increase is greater than 10%, you can request the application of the rule mentioned in the previous paragraph.

5. Departure and arrival – shortened or extended stay

The arrival will be according to the schedules fixed by the partner, the departures before 10am, the days indicated on your voucher.

If you cannot respect these times or the expected date of arrival, you must agree to an arrangement with the person in charge of the reception whose contact details appear on the voucher. The partner agency may be required to charge any late hour upon delivery and / or return of the keys.

If you cannot take possession of your rental on days and hours due to difficulties of routing, strikes ... or for personal reasons, the total price of the stay remains due. The same goes for any shortened stay. If you wish to extend your stay, you must make a request to the office that registered your reservation or to one of our local partner offices for this possibility to be verified.

Except for the cases of termination provided for in article 7 below, the totality of the invoiced amounts remains due if you do not take possession of the hiring for any reason whatsoever.

6. Cancellation of the contract by the client

For any cancellation, the possible amount of insurance will be retained. In addition, a cancellation fee will be retained depending on the delay between the date of cancellation and the beginning of the stay according to the schedule below:

- Cancellation date* > 60 days before arrival: free of charge
- Cancellation date* <= 60 and >= to 15 days before arrival date : 30%*
- Cancellation date* <= 14 days before arrival date : penalty of 100%**

* Cancellation date is that day when we received your cancellation confirmation by email or written letter.

** percentage to the total rental price (excluding insurance)

Any cancellation request must be communicated by email and must contain at least the following information:

*Subject: "Cancellation request for reservation N ° XXXXXX"
Body of the text: "I hereby request the cancellation of my reservation N ° XXXXXX, for a stay from the DEPARTURE DATE to the END DATE in CITY. Please confirm the cancellation conditions and any applicable charges. "*

The date of receipt of your cancellation request will be taken into account for the calculation of any costs and penalties. Please note, at this stage, that this is only a request and your reservation is not canceled yet.

A request for confirmation of your cancellation will be sent by email by Popliday and will contain the conditions and any charges applicable on the date of receipt of your request.

Your cancellation confirmation must reach us within 24 hours of the date the confirmation request was sent by Popliday and must contain at least the following statement:

"I confirm the request to cancel my reservation N ° XXXXXX for a stay in CITY from the DEPARTURE DATE to the END DATE and understand that cancellation fees apply."

Upon receipt of your written confirmation, the reservation will then be considered as definitively canceled and a confirmation will be sent to you by email.

If the cancellation occurs during a holiday, the delay will begin on the first business day following the holiday. We advise you to take out a cancellation insurance at the same time as your booking.

You will be reimbursed for cancellation fees until the day before the beginning of your stay in the following cases: serious illness, hospitalization, bodily injury, death of the client, any accompanying person or a close relative before beginning of the stay.

You can take note of the 2 formulas proposed by POPLIDAYS by consulting the details of the conditions of insurance of our partner AXA on our site.

In the event of a claim, it is your responsibility to notify the insurer first by telephone and then confirm in writing (mail,

fax or email) before the arrival date and then submit a medical certificate or hospitalization or proof of receipt within the period mentioned in the terms of the insurance contract.

The existence of a right of withdrawal provided for in Article L221-18 does not apply to contracts for the provision of accommodation, transport, catering and leisure services, which must be provided to a customer. date or according to a specified periodicity, in respect of Article L221-28. Thus, the 7-day period stipulated in Article L221-18 does not apply to sales made via the popliday.com website.

Exception for the period from 01/03/2020 to 15/09/2020 in application of the regulatory laws taken during of COVID Crisis and the Health emergency law in France

In application of ordinance n ° 2020-315 of March 25th, 2020 related to the financial conditions for the resolution of certain tourist travel and stay contracts in the event of exceptional and unavoidable circumstances or force majeure, if the reservation is canceled by the client between 01/03/2020 and 15/09/2020, a voucher will be given to the customer instead of a refund. This voucher will be valid for 18 months from the date of cancellation. Its value will be equivalent to the total sums paid to Popliday for the initial canceled stay. In accordance with legal provisions, if all or part of the voucher is not used within the 18-month period, the balance will be refunded to the customer at the end of this period.

These provisions may be subject to change without notice depending on changes in the directives and laws given by authorities in the context of the COVID Pandemic.

7. Cancellation of the contract by POPLIDAYS – Alternative proposal

If unforeseeable circumstances so require, or if facts in force majeure make the provision of housing impossible, POPLIDAYS reserves the right to cancel the contract before the stay and offer you an equivalent replacement rental. A new contract is then established in writing.

If the alternative solution proposed by POPLIDAYS is refused, you will get a refund of the amounts already paid without any other compensation.

In the event that no alternative solution can be found, POPLIDAYS will inform you by any means. You will get the immediate refund and without penalty of the sums already paid.

It would be the same if the security of the client or property or if the benefits provided could not be provided during the stay, less the benefits already provided.

8. POPLIDAYS responsibility

If the rental does not comply with the contract and therefore prevents the progress of the stay, POPLIDAYS will endeavor to provide you with an equivalent replacement rental.

If this proves to be impossible due to lack of immediate availability or if you refuse the proposed alternative for valid and legitimate reasons, POPLIDAYS refunds you all or part of the stay, as the case may be, and only if it can be considered as responsible.

POPLIDAYS is not responsible for the compliance of housing; this is the responsibility of the owner or manager who must ensure that the housing conforms to the laws in force.

POPLIDAYS is not responsible for the non-performance or the imperfect execution of the contract when it is attributable to an international event or a particular and unpredictable national situation.

The responsibility of POPLIDAYS cannot be engaged in the

following cases:

- wrongdoing or serious misconduct on the part of the tenant or one of the participants in the stay.
- unforeseeable and insurmountable situations attributable to a third party outside the provision of the services provided by the contract
- in case of force majeure or because of an event that neither POPLIDAYS nor its intermediaries or representatives (responsible for the keys for example) could foresee in spite of all their diligence and against which they cannot act.
- damage and losses suffered by the tenant in the event of a break-in or theft. It is your responsibility to verify that you are covered by your own insurance.

Mandatory and optional services are provided by our Local Partner who is solely responsible for the management of these.

9. Obligations of the BUYER

On handing over the keys, upon arrival, the tenant is required to pay a security deposit, the amount of which may vary according to the size and value of the property. Depending on the method of handing over the keys (office, private, in France or abroad), the deposit can be requested in cash, check or bank card. In case of refusal of payment, the entrance to the rental may be refused. The person in charge of the keys is authorized to refuse any person in excess, adult or child whatever their age, as well as any animal not envisaged on the reservation. The customer must ensure, before leaving, the removal of household waste, the maintenance of kitchen facilities, the cleaning of dishes and household utensils, a general storage, all things that are not included in the cleaning of end of stay.

The tenant agrees to occupy the premises taking care and respecting the rules of good neighborhood. If the customer does not respect the rules of good neighborliness, the on-site agency reserves the right to have the client leave the premises without refunding the remaining days.

The agency having registered the booking reserves the right to deduct from the deposit the cleaning fee of end of stay in case of accommodation rendered uncleaned according to the criteria mentioned above. The tenant declares to hold a liability insurance.

If the tenant finds any defects, he must immediately inform the partner responsible for the reception upon arrival. In case of damage during the stay, the tenant must immediately inform the person in charge of the reception. The tenant will be considered as responsible for the damages and damages noted, unless he can prove that this damage and damages are not his doing or the fact of the people accompanying him. The same applies in case of substitution of a third person in the lease by the tenant. The amount of damage and damage found may be retained on the deposit (without prejudice to any remedy if the deposit is less than the amount of repairs). If the amount of the deposit is insufficient considering the damage and damage, the customer agrees to pay the difference upon presentation of the invoice.

10. Claims and compensation *demands*

If on arrival, the tenant finds that the rental does not comply with what was provided on the booking confirmation or if he finds any defects, he must immediately inform the partner responsible for the reception on place so that a solution can be quickly brought to you. If the latter cannot remedy it within a reasonable time, the tenant should then notify, in writing, the office that has registered his reservation. These same rules are applicable for defects found during the stay.

Claims and claims for compensation are only receivable if they are made in writing no later than 15 days from the

date of end of stay and sent :

- by Letter RAR directly to POPLIDAYS, After-Sales Service - ZA Putillenea 64122 URRUGNE - France, or the organization that has registered your reservation.
- Or by email at customer-care@popliday.com

If these rules are not respected, the tenant loses all right to compensation.

Our offices are not open to the public, so any claim must be in writing.

Any breach of a first claim with our provider, the day of your arrival can not then be the subject of a claim with our service.

11. Archiving - proof

POPLIDAYS will archive the purchase orders and the invoices on a reliable and durable support constituting a faithful copy in accordance with the provisions of article 1379 of the Civil Code. The computerized registers of POPLIDAYS will be considered by the parties as proof of communications, orders, payments and transactions between the parties.

12. Settlement of disputes

The present general conditions of sale on line are subjected to the French law.

The parties will endeavor to resolve amicably possible difficulties that may arise in the application of these terms and conditions of sale.

Costs incurred in the context of an attempt to resolve an amicable resolution will be divided by half between the parties.

The third party responsible for contributing to the amicable solution will be appointed by mutual agreement between the parties.

In case of failure to resolve the dispute amicably, you have the opportunity to submit the dispute to the Mediator of Tourism and Travel by contacting the following coordinates: MTV Mediation Tourism Travel - BP 80 303 - 75823 Paris Cedex 17 - <http://www.mtv.travel>. In the event of failure of the mediation, the parties grant competence to any French Court of Instance.

The French law applies to enclosed sales conditions. Please find below the law articles from R. 211-3 à R. 211-11 of French Tourism Code.

Article R. 211-3

Modifié par Décret n° 2009-1650 du 23 décembre 2009 – art. 1

Sous réserve des exclusions prévues aux troisième et quatrième alinéas de l'article L. 211-7, toute offre et toute vente de prestations de voyages ou de séjours donnent lieu à la remise de documents appropriés qui répondent aux règles définies par la présente section.

En cas de vente de titres de transport aérien ou de titres de transport sur ligne régulière non accompagnée de prestations liées à ces transports, le vendeur délivre à l'acheteur un ou plusieurs billets de passage pour la totalité du voyage, émis par le transporteur ou sous sa responsabilité. Dans le cas de transport à la demande, le nom et l'adresse du transporteur, pour le compte duquel les billets sont émis, doivent être mentionnés.

La facturation séparée des divers éléments d'un même forfait touristique ne soustrait pas le vendeur aux obligations qui lui sont faites par les dispositions réglementaires de la présente section.

Article R. 211-3-1

Créé par Décret n° 2009-1650 du 23 décembre 2009 – art. 1

L'échange d'informations précontractuelles ou la mise à disposition des conditions contractuelles est effectué par écrit. Ils peuvent se faire par voie électronique dans les conditions de validité et d'exercice prévues aux articles 1369-1 à 1369-11 du code civil. Sont mentionnés le nom ou la raison sociale et l'adresse du vendeur ainsi que l'indication de son immatriculation au registre prévu au a de l'article L. 141-3 ou, le cas échéant, le nom, l'adresse et l'indication de l'immatriculation de la fédération ou de l'union mentionnées au deuxième alinéa de l'article R. 211-2.

Article R. 211-4

Créé par Décret n° 2009-1650 du 23 décembre 2009 – art. 1

Préalablement à la conclusion du contrat, le vendeur doit communiquer au consommateur les informations sur les prix, les dates et les autres éléments constitutifs des prestations fournies à l'occasion du voyage ou du séjour tels que :

1° La destination, les moyens, les caractéristiques et les catégories de transports utilisés ;

2° Le mode d'hébergement, sa situation, son niveau de confort et ses principales caractéristiques, son homologation et son classement touristique correspondant à la réglementation ou aux usages du pays d'accueil ;

3° Les prestations de restauration proposées ;

4° La description de l'itinéraire lorsqu'il s'agit d'un circuit ;

5° Les formalités administratives et sanitaires à accomplir par les nationaux ou par les ressortissants d'un autre Etat membre de l'Union européenne ou d'un Etat partie à l'accord sur l'Espace économique européen en cas, notamment, de franchissement des frontières ainsi que leurs délais d'accomplissement ;

6° Les visites, excursions et les autres services inclus dans le forfait ou éventuellement disponibles moyennant un supplément de prix ;

7° La taille minimale ou maximale du groupe permettant la réalisation du voyage ou du séjour ainsi que, si la réalisation du voyage ou du séjour est subordonnée à un nombre minimal de participants, la date limite d'information du consommateur en cas d'annulation du voyage ou du séjour ; cette date ne peut être fixée à moins de vingt et un jours avant le départ ;

8° Le montant ou le pourcentage du prix à verser à titre d'acompte à la conclusion du contrat ainsi que le calendrier de paiement du solde ;

9° Les modalités de révision des prix telles que prévues par le contrat en application de l'article R. 211-8 ;

10° Les conditions d'annulation de nature contractuelle ;

11° Les conditions d'annulation définies aux articles R. 211-9, R. 211-10 et R. 211-11 ;

12° L'information concernant la souscription facultative d'un contrat d'assurance couvrant les conséquences de certains cas d'annulation ou d'un contrat d'assistance couvrant certains risques particuliers, notamment les frais de rapatriement en cas d'accident ou de maladie ;

13° Lorsque le contrat comporte des prestations de transport aérien, l'information, pour chaque tronçon de vol, prévue aux articles R. 211-15 à R. 211-18.

Article R. 211-5

Modifié par Décret n° 2009-1650 du 23 décembre 2009 – art. 1

L'information préalable faite au consommateur engage le vendeur, à moins que dans celle-ci le vendeur ne se soit réservé expressément le droit d'en modifier certains éléments. Le vendeur doit, dans ce cas, indiquer clairement dans quelle mesure cette modification peut intervenir et sur quels éléments.

En tout état de cause, les modifications apportées à l'information préalable doivent être communiquées au consommateur avant la conclusion du contrat.

Article R. 211-6

Modifié par Décret n° 2009-1650 du 23 décembre 2009 – art. 1

Le contrat conclu entre le vendeur et l'acheteur doit être écrit, établi en double exemplaire dont l'un est remis à l'acheteur, et signé par les deux parties. Lorsque le contrat est conclu par voie électronique, il est fait application des articles 1369-1 à 1369-11 du code civil. Le contrat doit comporter les clauses suivantes :

1° Le nom et l'adresse du vendeur, de son garant et de son assureur ainsi que le nom et l'adresse de l'organisateur ;

2° La destination ou les destinations du voyage et, en cas de séjour fractionné, les différentes périodes et leurs dates ;

3° Les moyens, les caractéristiques et les catégories des transports utilisés, les dates et lieux de départ et de retour ;

4° Le mode d'hébergement, sa situation, son niveau de confort et ses principales caractéristiques et son classement touristique en vertu des réglementations ou des usages du pays d'accueil ;

5° Les prestations de restauration proposées ;

6° L'itinéraire lorsqu'il s'agit d'un circuit ;

7° Les visites, les excursions ou autres services inclus dans le prix total du voyage ou du séjour ;

8° Le prix total des prestations facturées ainsi que l'indication de toute révision éventuelle de cette facturation en vertu des dispositions de l'article R. 211-8 ;

9° L'indication, s'il y a lieu, des redevances ou taxes afférentes à certains services telles que taxes d'atterrissage, de débarquement ou d'embarquement dans les ports et aéroports, taxes de séjour lorsqu'elles ne sont pas incluses dans le prix de la ou des prestations fournies ;

10° Le calendrier et les modalités de paiement du prix ; le dernier versement effectué par l'acheteur ne peut être inférieur à 30 % du prix du voyage ou du séjour et doit être effectué lors de la remise des documents permettant de réaliser le voyage ou le séjour ;

11° Les conditions particulières demandées par l'acheteur et acceptées par le vendeur ;

12° Les modalités selon lesquelles l'acheteur peut saisir le vendeur d'une réclamation pour inexécution ou mauvaise exécution du contrat, réclamation qui doit être adressée dans les meilleurs délais, par tout moyen permettant d'en obtenir un accusé de réception au vendeur, et, le cas échéant, signalée par écrit, à l'organisateur du voyage et au prestataire de services concernés ;

13° La date limite d'information de l'acheteur en cas d'annulation du voyage ou du séjour par le vendeur dans le cas où la réalisation du voyage ou du séjour est liée à un nombre minimal de participants, conformément aux dispositions du 7° de l'article R. 211-4 ;

14° Les conditions d'annulation de nature contractuelle ;

15° Les conditions d'annulation prévues aux articles R. 211-9, R. 211-10 et R. 211-11 ;

16° Les précisions concernant les risques couverts et le montant des garanties au titre du contrat d'assurance couvrant les conséquences de la responsabilité civile professionnelle du vendeur ;

17° Les indications concernant le contrat d'assurance couvrant les conséquences de certains cas d'annulation souscrit par l'acheteur (numéro de police et nom de l'assureur) ainsi que celles concernant le contrat d'assistance couvrant certains risques particuliers, notamment les frais de rapatriement en cas d'accident ou de maladie ; dans ce cas, le vendeur doit remettre à l'acheteur un document précisant au minimum les risques couverts et les risques exclus ;

18° La date limite d'information du vendeur en cas de cession du contrat par l'acheteur ;

19° L'engagement de fournir à l'acheteur, au moins dix jours avant la date prévue pour son départ, les informations suivantes :

a) Le nom, l'adresse et le numéro de téléphone de la représentation locale du vendeur ou, à défaut, les noms, adresses et numéros de téléphone des organismes locaux susceptibles d'aider le consommateur en cas de difficulté ou, à défaut, le numéro d'appel permettant d'établir de toute urgence un contact avec le vendeur ;

b) Pour les voyages et séjours de mineurs à l'étranger, un numéro de téléphone et une adresse permettant d'établir un contact direct avec l'enfant ou le responsable sur place de son séjour ;

20° La clause de résiliation et de remboursement sans pénalités des sommes versées par l'acheteur en cas de non-respect de l'obligation d'information prévue au 13° de l'article R. 211-4 ;

21° L'engagement de fournir à l'acheteur, en temps voulu avant le début du voyage ou du séjour, les heures de départ et d'arrivée ;

Article R. 211-7

Modifié par Décret n° 2009-1650 du 23 décembre 2009 – art. 1

L'acheteur peut céder son contrat à un cessionnaire qui remplit les mêmes conditions que lui pour effectuer le voyage ou le séjour, tant que ce contrat n'a produit aucun effet.

Sauf stipulation plus favorable au cédant, celui-ci est tenu d'informer le vendeur de sa décision par tout moyen permettant d'en obtenir un accusé de réception au plus tard sept jours avant le début du voyage. Lorsqu'il s'agit d'une croisière, ce délai est porté à quinze jours. Cette cession n'est soumise, en aucun cas, à une autorisation préalable du vendeur.

Article R. 211-8

Modifié par Décret n° 2009-1650 du 23 décembre 2009

– art. 1

Lorsque le contrat comporte une possibilité expresse de révision du prix, dans les limites prévues à l'article L. 211-12, il doit mentionner les modalités précises de calcul, tant à la hausse qu'à la baisse, des variations des prix, et notamment le montant des frais de transport et taxes y afférentes, la ou les devises qui peuvent avoir une incidence sur le prix du voyage ou du séjour, la part du prix à laquelle s'applique la variation, le cours de la ou des devises retenu comme référence lors de l'établissement du prix figurant au contrat.

Article R. 211-9

Modifié par Décret n° 2009-1650 du 23 décembre 2009 – art. 1

Lorsque, avant le départ de l'acheteur, le vendeur se trouve contraint d'apporter une modification à l'un des éléments essentiels du contrat telle qu'une hausse significative du prix et lorsqu'il méconnaît l'obligation d'information mentionnée au 13° de l'article R. 211-4, l'acheteur peut, sans préjuger des recours en réparation pour dommages éventuellement subis, et après en avoir été informé par le vendeur par tout moyen permettant d'en obtenir un accusé de réception :

soit résilier son contrat et obtenir sans pénalité le remboursement immédiat des sommes versées ;

soit accepter la modification ou le voyage de substitution proposé par le vendeur ; un avenant au contrat précisant les modifications apportées est alors signé par les parties ; toute diminution de prix vient en déduction des sommes restant éventuellement dues par l'acheteur et, si le paiement déjà effectué par ce dernier excède le prix de la prestation modifiée, le trop-perçu doit lui être restitué avant la date de son départ.

Article R. 211-10

Modifié par Décret n° 2009-1650 du 23 décembre 2009 – art. 1

Dans le cas prévu à l'article L. 211-14, lorsque, avant le départ de l'acheteur, le vendeur annule le voyage ou le séjour, il doit informer l'acheteur par tout moyen permettant d'en obtenir un accusé de réception ; l'acheteur, sans préjuger des recours en réparation des dommages éventuellement subis, obtient auprès du vendeur le remboursement immédiat et sans pénalité des sommes versées ; l'acheteur reçoit, dans ce cas, une indemnité au moins égale à la pénalité qu'il aurait supportée si l'annulation était intervenue de son fait à cette date.

Les dispositions du présent article ne font en aucun cas obstacle à la conclusion d'un accord amiable ayant pour objet l'acceptation, par l'acheteur, d'un voyage ou séjour de substitution proposé par le vendeur.

Article R. 211-11

Lorsque, après le départ de l'acheteur, le vendeur se

trouve dans l'impossibilité de fournir une part prépondérante des services prévus au contrat représentant un pourcentage non négligeable du prix honoré par l'acheteur, le vendeur doit immédiatement prendre les dispositions suivantes sans préjuger des recours en réparation pour dommages éventuellement subis :

soit proposer des prestations en remplacement des prestations prévues en supportant éventuellement tout supplément de prix et, si les prestations acceptées par l'acheteur sont de qualité inférieure, le vendeur doit lui rembourser, dès son retour, la différence de prix ;

soit, s'il ne peut proposer aucune prestation de remplacement ou si celles-ci sont refusées par l'acheteur pour des motifs valables, fournir à l'acheteur, sans supplément de prix, des titres de transport pour assurer son retour dans des conditions pouvant être jugées équivalentes vers le lieu de départ ou vers un autre lieu accepté par les deux parties.

Les dispositions du présent article sont applicables en cas de non-respect de l'obligation prévue au 13° de l'article R. 211-4.