

BOOKING TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

I.1 Application of these booking terms and conditions

These booking terms and conditions apply to both holiday packages and separate services organised by Euro Disney Vacances S.A.S., whether booked directly with Euro Disney Vacances S.A.S. by telephone with the Central Reservation Office or on-line on the www.disneylandparis.com website (the "Website"), or indirectly through travel agents selling Euro Disney Vacances S.A.S.'s services.

When booking through a travel agent, your booking may include other services than those organised by Euro Disney Vacances S.A.S., which are either organised by your travel agent or sold by your travel agent on behalf of a third party.

These booking terms and conditions do not apply to such services, which your travel agent shall identify at the time of booking and on your contract.

The contract with your travel agent will specify the terms and conditions applicable to those services.

A holiday package is the pre-determined or customised combination of accommodation with at least one of two of the following services: another holiday service, such as a visit to the Disney® Parks (Disneyland® Park or Walt Disney Studios® Park) and/or transport*, on condition that they are booked at the same time ("Holiday Packages").

A separate service is a service booked or ordered independently from any Holiday Packages, such as entrance tickets to the Disney® Parks (Disneyland® Park and/or Walt Disney Studios® Park), shows, dinner shows, special events or hotel rooms only ("Separate Service").

I.2 Organiser

Euro Disney Vacances S.A.S. ("Euro Disney"), having a share capital of Euro 10,000,000; registered in France with RCS Meaux under n° 383 850 278 and with the French Travel and Holiday Companies' Registry under n° IM077100030; financial guarantee supplied by APST - Association Professionnelle de Solidarité du Tourisme, 15 avenue Carnot, 75017 Paris, France; civil and professional liability insurance provided by AXA Corporate Solutions Assurance, 4 rue Jules Lefebvre, 75009 Paris, France.

Contacts for consumers booking directly through Euro Disney:

By phone: + 33 (0) 1 60 30 60 53

By fax: + 33 (0) 1 64 74 57 50

By post: Disneyland® Paris, P.O Box 105, Guest Care Department, 77777 Marne-la-Vallée Cedex 4, France

I.3 General information

It is hereby expressly specified in accordance with the provisions of Article L. 211-9 of the French Code of Tourism that the particulars contained in our various communication materials and on the Website are subject to changes, which will be communicated to you before a contract is entered into, it being specified that certain shows, attractions, restaurants, shops and ancillary facilities operating on a seasonal basis may be closed, delayed or cancelled without notice.

We have described hotels featured in our brochure as precisely as possible. However, listed facilities and/or services may temporarily be closed for maintenance and/or improvement reasons arising after the publication of our brochure.

Our promotions are designed to best meet local demand linked to specificities in school calendar, booking patterns, length of stay, etc.. They are communicated on their targeted market. Nevertheless, you can find and book promotions designed for any market, regardless of your country of residence, on the targeted market section of the Website or by calling our Central Reservation Office.

I.4 Formation of contract

A contract is formed after completion of the booking process as soon as a reservation number has been assigned to you. However, your booking only becomes final after full payment has effectively cleared to us.

On the telephone, your reservation number is communicated to you by the Central Reservation Office's counsellor upon completion of the booking process and is then addressed to you by post or e-mail.

On the Website, your reservation number is displayed on the confirmation screen after validation of payment and is then addressed to you by e-mail.

When dealing through a travel agent, your reservation number is communicated to you by your travel agent and is indicated in the contract between you and your travel agent.

The contract is binding on all members of the party identified in the booking who accept without reservation these booking terms and conditions, and commit to comply with all internal regulations in force at Disneyland® Paris and all instructions or notices set forth in our brochure, on the Website or in any other document issued by Euro Disney. It is the responsibility of the person making the booking to ensure that all members of the party, including children, are aware of and accept all of the obligations contained herein.

I.5 Prices – Alteration of prices

Prices of our Holiday Packages and Separate Services have been determined on the basis of the existing economic conditions on the date of establishment of the prices in Euro on June 23rd, 2015 on an exchange rate of US\$ 1 =€0.88431

We reserve the right to amend our prices at any time before you book your Holiday Package or Separate Services, subject to your being advised of the total cost prior to booking.

Prices are subject to changes, in compliance with the applicable laws, even after you have booked to account for a modification or the imposition of any dues, taxes and fees on your booking, for exchange rate fluctuations and/or, as the case may be, for transport cost increases (including by reason of increase of the cost of fuel). We reserve the right to alter the total amount of your booking by applying the relevant fluctuation rate to the concerned element of your booking. Any increase will be notified to you in writing and you may elect to cancel or confirm your reservation in accordance with the provisions of Article R. 211-9 of the Code of Tourism reproduced hereafter.

In any case, no such increases will be made within thirty (30) days of your arrival date at Disneyland® Paris ("Arrival Date"), or of your departure date, meaning the date of commencement of transport* ("Departure Date") if transport* is included.

I.6 Payment terms – refunds

I.6.1 Payment terms

Payment terms applicable to each type of services and reservation channel are specified in the Specific Conditions relating to the concerned services (Part II).

In case of failure to pay, or of payment not being made on time, we reserve the right to cancel your booking and, as the case may be, tickets issued. In such case, charges calculated on the basis of the relevant cancellation fees for each type of services may be applied.

In case of payment by credit card, Euro Disney and your travel agent are not responsible for any costs you may incur on credit card transactions due to currency exchange rate fluctuations or otherwise.

Any person making a booking on behalf of a third party will be held jointly and severally responsible to us for the total cost of the booking.

I.6.2 Refunds

Unless otherwise provided by Euro Disney, any refund from Euro Disney will be made through the same means as the first payment for the booking (down payment or full payment as the case may be).

I.7 No right to withdraw

In accordance with the provisions of Article L. 121-20-4 of the French Consumer Code, we hereby inform you that you do not have a right to withdraw from distance contracts (e.g. entered into by phone or on the Internet) relating to booking of "accommodation, transport, catering or leisure services", whether booked together as a Holiday Package or separately for a specific date or within a specific period. As a consequence, we hereby inform you that you may not withdraw from the booking of services offered for sale under these Booking Terms and Conditions, except for the optional insurance policy set out in article II.1.9 under the conditions provided for in the same article.

I.8 Liability

I.8.1 Our liability to you:

I.8.1.1 When you have booked a Holiday Package:

Euro Disney and, as the case may be, your travel agent are responsible for the full execution of the obligations resulting from the contract with you, whether such obligations are performed by themselves or by other service providers, without prejudice to their right of recourse against such service providers.

However, Euro Disney and your travel agent can be exonerated from all responsibility by supplying proof that the non-performance or bad performance of the contract is either attributable to you, to the unforeseeable and insurmountable act or omission of a third party unconnected with the provision of contracted services or to an event of force majeure.

In all cases where an international convention applies to the services that you have booked, the liability of Euro Disney or of your travel agent will be limited or excluded, as the case may be, in accordance with such convention. In the event of damages resulting from the liability of carriers in the execution of their services included in Holiday Packages, the liability of Euro Disney or of your travel agent will not exceed that of carriers in accordance with liability limits set out in any international convention and/or community regulations applicable to them.

I.8.1.2 When you have booked Separate Services:

Euro Disney, and your travel agent as the case may be, are responsible for the proper provision of the Separate Services that you have booked where you can prove that such Separate Services have not been provided in compliance with their obligations under these booking terms and conditions. Should you encounter any inconvenience or problem that is not related to the execution of Euro Disney's or your travel agent's obligations hereunder while visiting Disneyland® Paris, please note that Euro Disney and your travel agent will do their best to assist you but that responsibility relating to the operation of Disneyland® Paris lies with Euro Disney Associés S.C.A., which is a separate legal entity and should be contacted directly.

I.8.1.3 In any case:

Where your booking is made with a travel agent, Euro Disney is not responsible for services included in your booking, as the case may be, that are organised by that travel agent or sold by that travel agent on behalf of a third party as specified in clause I.1. Any claim relating thereto must be directed to your travel agent as specified under clause I.10.

I.8.2 Your liability to us:

You and all members of your party must comply with these Booking Terms and Conditions, as well as all internal regulations in force at Disneyland® Paris and all instructions or notices set forth in our brochure, on the Website or in any other document issued by Euro Disney. You and all members of your party must have a respectful and courteous behaviour while staying at Disneyland® Paris. We reserve the right at our discretion to terminate your holiday at any time if your behaviour or that of any member of your party is likely to cause damage, danger or distress to any of our employees, subcontractors, agents, Guests or the general public. In these circumstances, we reserve the right not to refund nor pay any compensation for such termination and to recover from you any costs incurred by any third party or us as a result of said behaviour.

I.9 Special requests

If you have any special requests (e.g. dietary requirements), please specify these at the time of booking. Whilst we will use reasonable endeavours to accommodate your requests, they are not guaranteed or confirmed unless we specifically state that this is the case to you in writing. In some cases, an extra charge may be payable. In such event, we or your travel agent will let you know how much the extra charge will be.

If any member of your party has restricted mobility, disabilities, special needs or care requirements, you should discuss these with us or your travel agent before booking so that we and you can make a full assessment.

I.10 Customer service – Complaints

Any complaint or dissatisfaction that you may have with any aspects of your holiday should be reported immediately on the spot to the concerned service provider, in order to allow for a remedy to the situation as rapidly as possible. Such report must be made in an appropriate manner allowing the conservation of proof of the fact or event at the origin of your complaint or dissatisfaction.

Without prejudice to any right of recourse, complaints or dissatisfactions relating to circumstances under Euro Disney's or your travel agent's responsibility pursuant to clause I.8 that could not be reported immediately or that were not remedied in a satisfactory manner must be reported by any means allowing an acknowledgement of receipt at the earliest opportunity and in any case:

- prior to the beginning of your holiday or stay for complaints or dissatisfactions arising prior to the beginning of your holiday or stay using the contact details specified in Article II.1.1.3 or to your travel agent using details provided by same,

- within one month from the end of your holiday or stay for complaints or dissatisfactions arising during your holiday or stay to Disneyland® Paris, Guests Communication, by post to the following address: P.O. Box 100, 77777 Marne-La-Vallée Cedex 4, France, by fax on the following number: + 33 (0) 1 60 43 58 47 or by email to the following address: djp.guest.communication@disney.com or to your travel agent using details provided by same.

The detail of your concern, the date of your holiday or stay at Disneyland® Paris and your booking number must be clearly indicated in your correspondence.

Please note that any correspondence we may enter into with you is private and confidential.

In the event that no satisfactory solution has been found 45 days following your claim, you have the possibility to refer to the French ombudsman for the holiday and travel sector (Médiation Tourisme et Voyage), whose contact details and procedure of referral can be found on its website: <http://www.mtv.travel>. For more information on cross-border dispute resolution, you may check the European Commission's website at the following address: http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/adr-odr/index_en.htm.

Any complaint or dissatisfaction that you may have in relation with a service booked with a travel agent that is not organised by Euro Disney must be addressed to that travel agent. Euro Disney will transfer to that travel agent any claim relating thereto that it receives.

II.11 Intellectual property rights

You will not acquire any property right nor any right of use of the names, signs, emblems, logos, trademarks, any other signs, other authors' rights, industrial or intellectual property rights, belonging to Euro Disney SCA, Disney Enterprises Inc. or any one of their subsidiaries or affiliated companies.

You may not include our services as part of any other services, batch or group or services comprising services which are likely in our reasonable opinion to harm the Disney® image. You are not authorized to advertise, use, give or resell our services or offer to do so for profit or otherwise or use them in connection with a competition, promotion, incentive or reward programme, business, charitable or any other similar venture without our express advance written permission.

II.12 Personal information

Personal information collected is used by Euro Disney for the purposes of handling your request. In accordance with French law of January 6, 1978 ("*loi Informatique et Libertés*"), as modified, you have a right to access your information, have it corrected, and object for legitimate reasons to its processing, by writing to us at the following address, indicating your full name and address: Disneyland Paris, Marketing Department, P.O. Box 100, 77777 Marne-la-Vallée Cedex 4, France.

II.13 Applicable Law and dispute resolution

These Booking Terms and Conditions and your contract with us shall be governed by and construed in accordance with the laws of France and subject to the jurisdiction of the French courts.

II. SPECIFIC TERMS AND CONDITIONS

II.1 SPECIFIC TERMS AND CONDITIONS RELATING TO HOLIDAY PACKAGES

The provisions hereafter that apply to bookings of Holiday Packages also apply to additional services thereto.

II.1.1 – Booking of Holiday Packages

II.1.1.1 Bookings of Holiday Packages may be made by telephone with Euro Disney's Central Reservation Office or with any travel agent selling Disneyland® Paris. Most of these services may also be booked on-line on the Website.

II.1.1.2 All bookings of Holiday Packages are subject to availability and, unless otherwise specified, may be made according to the following conditions:

- Holiday Packages without transport may be booked up to 12 PM GMT (midday) on the day prior to the intended Arrival Date;
- Holiday Packages including transport* may be booked up to 2 days prior to the intended Departure Date.

II.1.1.3 If you wish to make a booking directly with us for unsupervised minors under 18, we will require a written authorisation from each minor's parents or guardian to be sent prior to the beginning of the holiday at Disneyland® Paris, by post to the following address: Disneyland® Paris, Guest Care Department, P.O. Box 105, 77777 Marne-la-Vallée Cedex 4, France, or by fax on (33) 1 64 74 57 50. Failure to do so may result in the cancellation of your booking and fees calculated in accordance with clause II.1.6 may be applied.

Please note that only unsupervised minors who are at least 15 are authorised to stay in our hotels and that no booking of Holiday Packages including transport* by plane will be authorised for minors under 12 not accompanied by an adult.

II.1.2 Prices

II.1.2.1 The price of your Holiday Package includes:

- accommodation as detailed on the booking confirmation letter;
- Breakfast, unless otherwise stated in the individual hotel description or in the price panels (in particular for stays at the Disney's Davy Crockett Ranch);
- entrance pass to the Disneyland® Park and/or Walt Disney Studios® Park, which, unless specified otherwise, is valid for the duration of your holiday indicated in your booking from your Arrival Date until the end of your stay at Disneyland® Paris and only during the opening hours of the Parks. If you decide to extend your holiday, the entrance pass will no longer be valid and you will have to buy a new one;
- if applicable, transport* (except transfers) as detailed on the confirmation letter;
- all obligatory service charges;
- VAT at the rate appropriate at the time of establishment of prices, without prejudice to the application of the provisions of clause I.5.

II.1.2.2 Unless specified otherwise, the price of your Holiday Package does not include:

- local taxes;
- handling fees as detailed in clause II.1.2.4;
- airport and security taxes, as well as passenger fees and other taxes;
- cancellation/comprehensive insurance premiums for your holiday;
- supplements for additional room facilities in the hotels;
- a number of resort and sporting facilities (e.g. golf, tennis);
- items of personal expenditure;
- use of additional facilities (e.g. mini-bar, room service, safety-deposit box, external telephone calls, etc.);
- services booked with a travel agent that are not organised by Euro Disney as specified in clause I.1;
- any items not mentioned in clause II.1.2.1.

The price of items listed in this clause II.1.2.2 and applicable to your booking will be added to the price of your Holiday Package and included in the total price of your booking that will be communicated to you prior to booking.

II.1.2.3 Prices for children:

Please note that you will be asked to provide the date of birth of any children in your party at the time of booking and that you may be asked for proof of such at the time of booking, at point of departure for Holiday Packages including transport* or at your arrival at Disneyland® Paris.

- Holiday Packages without transport:

Prices for children (from 3 to 11 inclusive) exclusively apply where children share a room with one or several adults. Such prices are determined based on the children's age on their Arrival Date. Children under 3 may come without charge unless otherwise specified at the time of booking but their participation to the holiday must be indicated at the time of booking.

- Holiday Packages including transport*:

Prices applicable to transport* depend on terms applied by carriers. To know what these conditions are, please refer to the specific section applicable to transport* in our brochure or on the Website, or contact Euro Disney's Central Reservation Office or your travel agent. Non-paying children must be mentioned at the time of booking.

II.1.2.4 • Handling fees on your holiday:

For a reservation made via the Website, handling fees of US\$ 22 per room will apply.

For a reservation made by telephone with our Central Reservation Office, handling fees will amount to US\$ 22 per booking up to three rooms and 12 persons (including children).

These fees are non refundable in case of cancellation by you in compliance with clause II.1.6.

II.1.3 Payment Arrangements

II.1.3.1 Bookings made by telephone with our Central Reservation Office:

II.1.3.1.1 Bookings made more than thirty (30) days prior to Arrival Date, or Departure Date if transport* is included:

II.1.3.1.1.1 All Holiday Packages except Holiday Packages being expressly presented as not allowing refunds or exchange once booked:

- Down payment:

A down payment of fifteen per cent (15%) of the total cost of your booking (excluding optional insurance and handling fees, which are payable in full immediately) will be required upon booking. This down payment is payable at the time of booking but will only be debited after your booking is confirmed.

- Balance:

The remaining balance of the total cost of your booking must be paid in full no later than thirty (30) days before your Arrival Date, or your Departure Date if transport* is included. The same credit card will be used to debit balance on such date unless you advise us otherwise at least 35 days prior to your Arrival Date, or your Departure Date if transport* is included.

II.1.3.1.1.2 Holiday Packages being expressly presented as not allowing refunds or exchange once booked:

Bookings of Holiday Packages being expressly presented as not allowing refunds or exchange once booked must be paid in full immediately at the time of booking, whatever the time of booking.

II.1.3.1.2 Bookings made within thirty (30) days before Arrival Date, or Departure Date if transport* is included, must be paid in full immediately at the time of booking.

II.1.3.1.3 Currency and payment means:

All amounts are payable in US dollars by credit card (Visa, Eurocard/Mastercard, American Express) unless otherwise stated at the time of booking.

Bank or postal transfers, money orders and cheques are not accepted.

II.1.3.2 Bookings made on the Website:

Whatever the date on which the booking is made, all bookings must be paid on-line in full at the time of booking in US dollars by any of the means of payment indicated in the booking process.

II.1.3.3 Bookings made with your travel agent:

Payment terms defined by your travel agent apply. Please contact your travel agent.

II.1.4 – Altering your booking

II.1.4.1 Bookings made directly with us may only be altered through our Central Reservation Office by telephone on the number indicated in our brochure and on the Website or using the contact details provided in clause II.1.1.3.

No alteration can be made on-line on the Website.

Bookings made through a travel agent may only be altered by contacting that travel agent.

In some cases, you may be required to confirm your request for alteration in writing to allow for it to be processed.

In all cases, a new confirmation letter will be issued showing all alterations performed. It is your responsibility to check upon receipt that all information contained in the confirmation letter is correct and to report any error immediately to Euro Disney by telephone on the number indicated in our brochure and on the Website or using the contact details provided in clause II.1.1.3, or to your travel agent as the case may be.

II.1.4.2 The following provisions apply for all booking alterations:

II.1.4.2.1 **In the event of a Holiday Package being expressly presented as not allowing refunds or exchange once booked, such a Holiday Package may not be altered after booking, with the exception of services being added to the booking. Any such addition of services is final and cannot be modified.**

II.1.4.2.2 All other Holiday Packages may be altered pursuant to the following conditions, it being specified that Arrival Dates, or Departure Dates and/or return dates if transport* is included, may only be altered three times:

- Subject to availability, bookings of Holiday Package without transport may be altered at no charge when the alteration is made more than thirty (30) days before the Arrival Date.

- Alterations in other cases may be performed subject to availability and to the following conditions:

Alteration	Holiday Packages without transport		Holiday Packages including transport*	
	Between 30 days and 8 days prior to Arrival Date	Between 7 days and 3 days prior to Arrival Date		Between date of booking and 3 days prior to Departure Date
		Same Arrival Date	Different Arrival Date	
Exchange of the Holiday Package booked for an equal or higher value package	No alteration fee	Treated as a booking cancellation (application of the relevant cancellation charges detailed in clause II.1.6)	No alteration fee	Treated as a booking cancellation (application of the relevant cancellation charges detailed in clause II.1.6)
Exchange of the Holiday Package booked for a lower value package	Alteration fee = Application of relevant cancellation charges detailed in clause II.1.6 on the difference in price of the two packages (original booking and new one)	Treated as a booking cancellation (application of the relevant cancellation charges detailed in clause II.1.6)	Alteration fee = Application of relevant cancellation charges detailed in clause II.1.6 on the difference in price of the two packages (original booking and new one)	Treated as a booking cancellation (application of the relevant cancellation charges detailed in clause II.1.6)
Booking of services in addition to a holiday package	No alteration fee		No alteration fee	

* An exchange of Holiday Package is deemed to occur in the event of:

- a modification of the number of persons sharing the same hotel room,

- an extension or reduction of the duration of stay,
- a change of hotel,
- a change of room type,
- a change of dates,
- a change of age category

- a change of transport arrangements;
- a change in passenger details requiring the issuance of new transport* tickets (e.g. : change of name, surname, title, gender, age).

II.1.4.3 Only the person who made the booking, or the person to whom a booking has been transferred in compliance with clause II.1.5, is authorised to request an alteration to the booking. II.1.4.4 Any alteration not requested within the deadlines indicated above or any other alteration you request to your booking will be considered as a cancellation and subject to cancellation charges in accordance with clause II.1.6. In particular, we are unable to accept requests for alterations to your booking made on your Arrival Date, or your Departure Date if transport* is included.

II.1.4.5 The price of your holiday may increase as a result of any alteration you request and which we accepted. In this case, you will be invoiced the appropriate supplementary amount which must be paid immediately, using one of the means of payment available for the reservation method via which the alteration is made (see clause II.1.3 for means of payment available by reservation method).

II.1.4.6 When altering a Holiday Package including transport* for which hard transport tickets are issued, and such alteration affects the transport*, the hard transport tickets must be sent back to us as soon as possible at the following address: Euro Disney Vacances SAS, Transport Department P.O. Box 128, 77777 Marne-La-Vallée Cedex 4, France. Where applicable, alteration charges will be deducted from amounts already paid upon receipt of the hard transport tickets. Charges which may remain payable must be immediately paid in full.

II.1.4.7 From time to time, special offers will be launched that do not appear in the brochure, these will only be valid for new bookings and we are unable to apply a special offer to an existing booking. Please ask for specific terms and conditions when offers are released.

II.1.5 – Transfer of bookings

Prior to the commencement of your holiday, you (or a member of your party) may transfer your booking to another person on condition that such person meets all requirements under the contract. You may not, under any circumstances, transfer your booking to anyone without our prior consent. Your notification must be addressed to us or to your travel agent as soon as possible and in any event no later than seven (7) days prior to your Arrival Date, or Departure Date if transport* is included, by any means allowing an acknowledgement of receipt to be sent to the address or on the fax number specified in clause II.1.1.3, or by email to the following address: dlp.rc.admin@disneylandparis.com, with the following indications:

- your name and address
- name and address of the other person your booking is transferred to
- dates and length of holiday
- reservation number and a copy of Euro Disney's confirmation letter

Upon receipt of said notification, a booking confirmation will be sent to the person to whom the booking is transferred.

You will still be jointly and severally liable with that other person to pay us the price of your holiday and any further amounts resulting from the transfer (e.g. cost of cancellation of already issued transport tickets or costs of creation of a new transport booking, postal fees, etc.).

Please note that the insurance contract featured in our brochure and on the Website, as well as transport services provided in personal name, to which you may have subscribed, are not transferable to another person and that the amount thereof cannot be recovered.

II.1.6 – Cancellation by you

II.1.6.1 Cancellations must be made with Euro Disney's Central Reservation Office by telephone on the number indicated in our brochure and on the Website or using the contact details provided in clause II.1.1.3 by the person who made the booking, or the person to whom a booking has been transferred in compliance with clause II.1.5.

No cancellation can be made on-line on the Website.

Bookings made through a travel agent may only be cancelled by contacting that travel agent.

In the event of a Holiday Package being expressly presented as not allowing refunds or exchange once booked, no cancellation will be accepted on such a Holiday Package and on services booked in addition to such a Holiday Package.

Where it is specified that a Holiday Package includes transport* that is non-exchangeable and non-refundable, no cancellation will be accepted on transport.

In some cases, you may be required to confirm your request for cancellation in writing to allow for it to be processed.

In all cases, a confirmation of cancellation will be sent to you. Please report any error upon receipt to Euro Disney by telephone on the number indicated in our brochure and on the Website or using the contact details provided in clause II.1.1.3, or to your travel agent as the case may be.

The cancellation charges detailed below will apply to any cancellation of a booking:

		Services cancelled			
		from the date of booking to 31 days prior to Arrival Date ⁽¹⁾	from 30 days to 8 days prior to Arrival Date ⁽¹⁾	from 7 to 3 day prior to Arrival Date ⁽¹⁾	from 2 to 0 day prior to Arrival Date ⁽¹⁾ / no show
Cancellation charges	Holiday Packages not allowing refunds or exchange once booked	100 % of total price of booking ⁽⁵⁾	100 % of total price of booking ⁽⁵⁾	100 % of total price of booking ⁽⁵⁾	100 % of total price of booking ⁽⁵⁾
	Holiday Packages including transport* indicated as non exchangeable and non refundable	100 % of total price of transport ⁽²⁾ and 15% of total price of other services ⁽⁵⁾	100 % of total price of transport ⁽²⁾ and 25% of total price of other services ⁽⁵⁾	100 % of total price of transport ⁽²⁾ and 75% of total price of other services ⁽⁵⁾	100 % of total price of booking ⁽⁵⁾
	Holiday Packages including air transport ⁽³⁾	15% of total price of services except price of transport ⁽²⁾ + fixed transport modification or cancellation fee of \$95/pers. ⁽⁴⁾	25% of total price of services except price of transport ⁽²⁾ + fixed transport modification or cancellation fee of \$95/pers. ⁽⁴⁾	75% of total price of services except price of transport ⁽²⁾ + fixed transport modification or cancellation fee of \$95/pers. ⁽⁴⁾	100% of total price of services except price of transport ⁽²⁾ + fixed transport modification or cancellation fee of \$95/pers. ⁽⁴⁾
	All other Holiday Packages	15% of total holiday cost ⁽⁵⁾	25% of total holiday cost ⁽⁵⁾	75% of total holiday cost ⁽⁵⁾	100% of total holiday cost ⁽⁵⁾

⁽¹⁾ Or Departure Date if transport* is included

⁽²⁾ Total price of transport, airport taxes (air transport), security taxes, as well as passenger fees and other associated taxes

⁽³⁾ Other than transport indicated as non exchangeable and non refundable

⁽⁴⁾ Fee per person including children (0-11 years old)

⁽⁵⁾ Without prejudice to your right to request a refund of taxes based on actual use of the services (e.g. local taxes, air passenger tax) in the event of cancellation

II.1.6.2 The cancellation charges detailed below will apply to already postponed bookings:

		Bookings already postponed			
		between date of booking and 31 days before the initial Arrival Date ⁽¹⁾	between 30 days and 8 days before the initial Arrival Date ⁽¹⁾	between 7 days and 3 days before the initial Arrival Date ⁽¹⁾	between 2 days and the initial Arrival Date ⁽¹⁾ / no show
Cancellation charges	Holiday Packages not allowing refunds or exchange once booked	100 % of total price of booking ⁽⁵⁾	100 % of total price of booking ⁽⁵⁾	100 % of total price of booking ⁽⁵⁾	100 % of total price of booking ⁽⁵⁾
	Holiday Packages including transport* indicated as non exchangeable and non refundable	100 % of total price of transport ⁽²⁾ and 15% of total price of other services ⁽⁵⁾	100 % of total price of transport ⁽²⁾ and 25% of total price of other services ⁽⁵⁾	100 % of total price of transport ⁽²⁾ and 75% of total price of other services ⁽⁵⁾	100 % of total price of booking ⁽⁵⁾
	Holiday Packages including air transport ⁽³⁾	15% of total price of services except price of transport ⁽²⁾ + fixed transport modification or cancellation fee of \$95/pers. ⁽⁴⁾	25% of total price of services except price of transport ⁽²⁾ + fixed transport modification or cancellation fee of \$95/pers. ⁽⁴⁾	75% of total price of services except price of transport ⁽²⁾ + fixed transport modification or cancellation fee of \$95/pers. ⁽⁴⁾	100% of total price of services except price of transport ⁽²⁾ + fixed transport modification or cancellation fee of \$95/pers. ⁽⁴⁾
	All other Holiday Packages	15% of total holiday cost ⁽⁵⁾	25% of total holiday cost ⁽⁵⁾	75% of total holiday cost ⁽⁵⁾	100% of total holiday cost ⁽⁵⁾

⁽¹⁾ Or Departure Date if transport* is included

⁽²⁾ Total price of transport, airport taxes (air transport), security taxes, as well as passenger fees and other associated taxes

⁽³⁾ Other than transport indicated as non exchangeable and non refundable

⁽⁴⁾ Fee per person including children (0-11 years old)

⁽⁵⁾ Without prejudice to your right to request a refund of taxes based on actual use of the services (e.g. local taxes, air passenger tax) in the event of cancellation

II.1.6.3 In case of partial cancellation of services not included in your Holiday Package as described in clause II.1.2.1, the cancellation charges set forth under clauses II.1.6.1 and II.1.6.2 apply to the amount of said cancelled services and not to the total amount of the booking, without prejudice to your right to request a refund of taxes based on actual use of the services (e.g. local taxes, air passenger tax) in the event of cancellation of the corresponding services.

II.1.6.4 In the event of a cancellation by you, you remain liable to pay the handling fees provided for in clause II.1.2.4 and the insurance premium.

II.1.6.5 Only the person who made the booking, or the person to whom a booking has been transferred in compliance with clause II.1.5, is authorised to request a cancellation of the booking.

II.1.6.6 We will deduct cancellation charges from any down payment and/or any other payments you have made to us. Where applicable, reimbursements shall be made. Any further amounts due will be invoiced and must be paid by you immediately, using one of the means of payment available for the reservation method via which the cancellation is made (see clause II.1.3 for means of payment available by reservation method).

II.1.6.7 When cancelling a Holiday Package including transport* for which hard transport tickets are issued, unused hard transport tickets must be sent back to us as soon as possible at the following address: Euro Disney Vacances SAS, Transport Department P.O. Box 128, 77777 Marne-La-Vallée Cedex 4, France.

Where applicable, amounts to be reimbursed in compliance with clause II.1.6.6 will be paid upon receipt of the hard transport tickets. Charges which may remain payable must be immediately paid in full.

II.1.7 – Alteration or cancellation by us

In the event that we are obliged to cancel your booking or to make alterations to an essential part of your booking (for example a substantial change of services to be provided, a change of departure time of more than 6 hours, a change of departure or arrival airport to a different city or a change of accommodation to that of a lower category), provisions of Articles R. 211-9, R. 211-10 and R. 211-11 of the French Code of Tourism reproduced hereafter apply.

II.1.8 – Interruption of holiday and unused services

No reimbursements will be issued for any part of the holiday or travel arrangement that is interrupted or could not be used due to events beyond our control, without prejudice to your right to request a refund of taxes based on actual use of the services (e.g. local taxes, air passenger tax) where you have not used the corresponding services.

II.1.9 – Insurance

We can arrange an insurance cover to protect you with a French insurance company, AGA International – Etablissement Secondaire – Tour Gallieni II - 36, avenue du Général de Gaulle 93175 Bagnolet Cedex, France (privately held company governed by the provisions of the French Insurance Code – RCS Paris 519 490 080). The guarantees under the contract will be provided by MONDIAL ASSISTANCE France S.A.S. having a share capital of € 7,584,076.86 and having its registered office at 54 rue de Londres 75008 Paris, France (insurance brokerage firm – RCS Paris 490 381 753 – Registration ORIAS 07 026 669 – <http://www.orias.fr>).

The insurance contract is subject to the insurance conditions of AGA International/MONDIAL ASSISTANCE. An extract of such conditions is featured in our brochure and the full conditions are available on the Website. The insurance cover must be requested and the insurance premium must be paid immediately at the time of booking your holiday.

The insurance contract is not transferable. Insurance premiums are not refundable. Children under 3 years old are protected under such insurance provided that such insurance cover has been taken out by the adults accompanying such children.

However, in the event of a distance booking including insurance cover of more than one month duration (from the effective date of the insurance cover until the end of your holiday) OR in the event that you justify being already covered for the same risks, you may cancel your insurance contract within a period of 14 days from the time the contract has been concluded, following which we will reimburse your insurance premium UNLESS during this 14 day period the performance of the contract has been completed at your express request or you have invoked one of the guarantees under your contract.

Please check that you do not already have such cover prior to taking out any of our proposed insurance policies.

Your right to withdraw can be exercised through a written request using the contact details provided in clause II.1.1.3. The insurance premiums will be refunded within 30 calendar days following receipt of that request.

II.1.10 – Transport*

- After we receive full payment of your booking, travel documents will be sent to the address provided at the time of booking or, as the case may be, to your travel agent, who will be liable to hand them over to you.

- Where you have ordered hard transport tickets, you are requested to inform us or your travel agent should you not have received the hard transport tickets six (6) days prior to your Departure Date. If the hard transport tickets can not be sent to the address that you or your travel agent has indicated or if you fail to inform us or your travel agent in due time that the hard transport tickets have not been

- received, we reserve the right to charge a US \$ 12 per booking for issuing and sending duplicate tickets.
- As part of an alliance between airlines, some flights are subject to code-share agreements. Therefore, a different company from that chosen at the time of booking may operate the flight. For further details, please refer to the description of our Holiday Packages including transport* in our brochure or on the Website. The airline operating the flight will be mentioned on the itinerary that you will receive at the latest 8 days prior to Departure Date, or at time your booking is confirmed where you make your bookings within 8 days from your Departure Date. Any subsequent change will be notified to you in writing before your Departure Date.
 - When booking a Holiday Package including transport*, you undertake to meet your chosen carrier's travel terms and conditions that are in force at the time of booking. These travel terms and conditions are available on-line on the carrier's website.
 - Requests for transportation of wheelchairs or mobility aids are subject to carrier's acceptance. At the time of booking, we cannot guarantee such acceptance nor carrier's response times, which are dependent on each carrier. We will however inform you immediately on receipt of your carrier's position and assist in finding alternative arrangements should that be necessary.
 - In case of damages or claims of all natures, the liability of carriers featured in our brochure or on the Website, including air carriers, and the liability of their representatives, agents and employees, is limited to the transport of passengers and their baggage exclusively as specified in their travel terms and conditions in compliance with any international conventions and/or community regulations defining their liability, in particular Regulations n° 2027/97/EC, 889/2002/EC and 261/2004/EC.
 - If the outbound ticket is not used for any reason, this will automatically result in the invalidation of the inbound ticket. Round trip tickets must be kept together till the end of your holiday.
 - Unused transport tickets, whether outbound or return, are non refundable. The same applies in case of theft or loss of tickets in case you are obliged to buy replacement tickets at your own expense.
 - In case of force majeure, the carrier reserves the right to carry passengers by any other transport means of its choice with proper care, without this incurring any right of compensation for concerned passengers.
Notice: schedules and vehicle types are featured in the brochure for indicative purposes only and they are subject to changes before a contract is entered into.
 - For reasons beyond our control, a change of airport may occur in Paris (Roissy CDG or Orly). Thus, our company may not be held responsible for any cost resulting from such change.
 - Rebates offered by carriers, whether resulting from a commercial offer or from social benefits, are not cumulative with the Holiday Packages featured in the brochure or on the Website.
 - Please note that we are unable to guarantee seating together while travelling.
 - Where air transport* is included in your Holiday Package, official personal photographic identity papers or passport of each passenger, including children, whether paying or not, are required at check-in.
 - Euro Disney may not be held responsible for your failure to check-in at the point of departure of your holiday, whether resulting from your own delay or no show, a delay in a pre-trip, whether by air, train or road, that was not organised by Euro Disney, or your failure to present the identification and/or proof of compliance with health requirements for your journey. In such event, 100% (one hundred percent) of the amount of your booking including transport* will be withheld.
Note: The carbon footprint of transport can be found in the transport section of the Website.

II.1.11 – Passports and visas – Health

II.1.11.1 Passports and visas:

For all holidays with Euro Disney, nationals of member States of the European Union or of a State that is a party to European Economic Area or of Switzerland only need to hold an identity card or a passport valid throughout their holiday. Nationals of other countries must contact their consulate to check whether they require any special permits or visas for France.

II.1.11.2 Health:

At the time of publication of these Booking Terms and Conditions, there are no specific health requirements for holidays to Disneyland® Paris. However, recommendations may change from time to time and we would recommend you check with your own doctor as to which inoculations the Department of Health may recommend.

For any topical question, we suggest that you contact the competent authorities.

II.1.11.3 It is your responsibility to be in possession of a valid passport and visa and to meet any health requirement for your holiday; all damages resulting from non compliance with these requirements will be for your account only. In particular, should you be unable to use the services booked because you have failed to follow the aforementioned recommendations, we will have the right to retain cancellation charges in accordance with clause II.1.6. We advise that you allow at least one month prior to your holiday in the event that you need to have formalities carried on but only the authority in charge of such formalities can provide you with more precise information.

* Transport purchased through Euro Disney

II.2 SPECIFIC TERMS AND CONDITIONS RELATING TO SEPARATE SERVICES

Please note that only unsupervised minors who are at least 12 years old will be granted access to the Disney® Parks.

Please also note that Euro Disney, and your travel agent as the case may be, provide the Separate Services as intermediaries for the service provider that executes said services and that they are only responsible for the proper provision of the Separate Services in compliance with their obligations hereunder.

In the event of inconvenience relating to the conditions of execution of the Separate Services by the concerned service provider, you shall contact that service provider directly as specified in clause 8.1.2, in particular contact Euro Disney Associés S.C.A. directly for matters relating to the operation of Disneyland® Paris.

II.2.1 – Booking or order with Euro Disney directly

II.2.1.1 Booking or ordering conditions

All our Separate Services may be booked/ordered by telephone through our Central Reservation Office; most of them (in particular entrance tickets to the Disney® Parks) may also be booked/ordered on the Website.

II.2.1.1.1 Booking or order made by telephone through our Central Reservation Office: Unless otherwise specified, your booking or order must be made at the latest ten (10) days prior to your expected date of visit.

II.2.1.1.2 Booking or order made on the Website:

Unless specified otherwise, bookings and orders may be placed until 12.00 P.M. (midday) GMT on the day before your anticipated date of use.

II.2.1.2 Price - Payment

Separate Services must be paid for in full in US dollars at the time of booking/order, by Visa, Eurocard/Mastercard, American Express for bookings/orders made by telephone through our Central Reservation Office unless otherwise stated at time of booking/order and by any of the means of payment indicated in the booking/ordering process online for bookings/orders made on the Website.

II.2.2 – Booking or order through a travel agent

II.2.2.1 Booking or ordering conditions

Unless specified otherwise by Euro Disney or your travel agent, our Separate Services may be booked/ordered through travel agents selling Disneyland® Paris.

Unless specified otherwise, Separate Services booked/ordered by your travel agent may be booked/ordered until 12.00 P.M. (midday) GMT on the day before your anticipated date of use.

II.2.2.2 Price - Payment

Separate Services must be paid to your travel agent according to the payment terms defined by your travel agent.

II.2.3 – Reimbursement – Exchange – Cancellation

Unless otherwise specified, our Separate Services will not be refunded or exchanged.

II.2.4 Conditions relating to tickets

Unless otherwise specified at the time of booking/order, the number of tickets per booking/order is limited to 12.

II.2.4.1 Type of tickets delivered:

- When booking/ordering by telephone through our Central Reservation Office, hard tickets are for sale.
- When booking/ordering on the Website, you will be delivered either electronic vouchers ("E-Vouchers") or electronic tickets ("E-Tickets"), depending on the nature of the relevant Separate Service. You may also request hard tickets, subject to your booking/order being made at the latest ten (10) days prior to your expected date of visit.
- When booking/ordering through a travel agent, you will be able to book/order either E-Vouchers or E-Tickets depending on the nature of the relevant Separate Service. Your travel agent will provide these to you in that form.

E-Tickets give you direct access to the Disney® Park's turnstiles or to the entrance of the Separate Service that you have booked/ordered.

E-Vouchers must be exchanged against a hard ticket at Disneyland® Paris at the window indicated in your confirmation email or letter or designated by your travel agent.

II.2.4.2 Charges applicable to delivery of hard tickets:

Hard tickets will be delivered at the address communicated at the time of booking/order and handling fees of US \$ 5 per booking/order will be charged. If your hard tickets can not be sent to the address communicated to us or if you fail to inform us in due time that your hard tickets have not been received, we reserve the right to charge the above-mentioned fee for issuing and sending duplicate tickets.

II.2.4.3 Conditions of acceptance of tickets:

It is your responsibility to ensure that your tickets are free from any deterioration upon presentation on your arrival at Disneyland® Paris. E-tickets and E-Vouchers giving access to the Disney® Parks and to some other Separate Services that you have booked/ordered with Euro Disney directly may be printed on your personal printer. It is your responsibility to ensure that you hold a perfectly printed E-Ticket or E-Voucher to avoid the risk of refusal.

When booking/ordering with a travel agent, your travel agent must provide you with a perfectly printed E-Ticket or E-Voucher to avoid the risk of refusal. Any complaint or dissatisfaction you may have in relation to the use of E-Vouchers or E-Tickets must be reported directly to your travel agent.

Tickets (hard tickets, E-Vouchers and E-Tickets) that have already been used will not be accepted at Disneyland® Paris.

It is strictly prohibited to photocopy or duplicate E-Tickets and E-Vouchers.

You are required to bring the relevant E-Ticket or E-Voucher accompanied with valid photographic identity papers to access the relevant Separate Service.

Any fraud or attempt of fraud in using hard tickets, E-Vouchers or E-Tickets will result in confiscation of such.

II.2.5 – Specific conditions applicable to the sale of hotel rooms only

By way of derogation from the above, hotel rooms only are subject to booking, payment, price (in particular with respect to handling fees), alteration and cancellation terms and conditions set out in Clauses II.1.1 to II.1.4 and II.1.6.

Booking of hotel rooms only on the Website will be available after the date of publication of these booking terms and conditions. Please visit the Website to find out if that service is available at the time of your booking.

III. EXTRACT FROM THE FRENCH CODE OF TOURISM

In accordance with Articles L. 211-7 and L. 211-16 of the French Code of Tourism, the provisions of Articles R. 211-3 to R. 211-11 of the Code of Tourism that are hereafter reproduced do not apply to bookings or sales of travel documents that are not part of a holiday package.

The tour operator's brochure or e-brochure and summary holiday offer constitute the prior information to be provided pursuant to Article R. 211-4 of the Code of Tourism.

Art. R. 211-3 – Subject to the exclusions specified in subsections 3 and 4 of Article L. 211-7, appropriate documents shall be supplied, in compliance with the rules defined hereinafter, for any offer or sale of services concerning travel arrangements or stays.

In the event of sale of airline tickets or tickets on regular airlines without the provision of services connected with such transport, the seller shall provide the buyer with one or more airline tickets for the entire journey with the tickets being issued by the carrier or under the latter's responsibility. In the event of customised transport, the name and address of the carrier for whom the tickets are issued must be stated.

Separate invoicing of the various constituents of one and the same travel package does not relieve the seller of his/her obligations prescribed herein.

Art. R. 211-3-1 – Exchange of pre-contractual information or the availability of contractual conditions is carried out in writing. This may take place by electronic means under conditions of validity and performance as provided for in Articles 1369-1 to 1369-11 of the Civil Code. The vendor's name or corporate name and address are mentioned as well as the registration number as provided in Article L. 141-3 or, if applicable, the name, address and registration details of the federation or union mentioned in the second paragraph of Article R. 211-2.

Art. R. 211-4 – Prior to the signature of the contract, the seller shall supply the consumer with information on prices, dates and other items pertaining to the services afforded for the trip or stay, such as:

- Destination, transport means, characteristics and categories;
- Means of accommodation, location, standards and main features of amenities, as well as tourism classification based on regulations and customs in the host country;
- Catering services offered;
- Description of the itinerary in the case of travel tours;
- Administrative and health formalities required from nationals, nationals of another Member State of the European Union or nationals of a State that is a party to the Agreement on the

European Economic Area especially when crossing borders as well as time frame needed for these formalities;

6. Visits, excursions, and other services included in the package deal or that may be available against payment of a surcharge;
7. Minimum or maximum number of persons in the group for the trip or stay to be organised, as well as – if the organisation of the trip or stay requires a minimum number of participants – the deadline for informing consumers in the event of cancellation of the trip or stay; this deadline shall be no less than twenty-one days before the date of departure;
8. The amount or percentage of the price to be paid down as a first instalment upon signature of the contract, as well as the timetable for payment of the remaining balance;
9. Terms and conditions of price revisions as provided for by the contract in application of article R. 211-8;
10. Contractual terms and conditions governing cancellation;
11. Terms and conditions of cancellation as defined in Articles R. 211-9, R. 211-10 and R. 211-11;
12. Information concerning optional subscription to an insurance policy covering the consequences of certain cases of cancellation, or subscription to an insurance policy covering certain special risks and especially repatriation expenses in the event of accident or sickness;
13. When the contract includes air transport services, information, for each section of flight, provided for in Articles R. 211-15 to R. 211-18

Art. R. 211-5 – Preliminary information supplied to the consumer shall be binding upon the seller unless the seller expressly reserves the right to make certain changes. In this case, the seller shall clearly indicate to what extent such changes may be made and in what areas.

Under all circumstances, changes made to preliminary information must be communicated to the consumer before the contract is signed.

Art. R. 211-6 – The contract signed between the seller and the buyer must be in written form, drawn up in two original copies with one copy delivered to the buyer, and must bear the signature of both parties. When the contract is concluded in electronic form, Articles 1369-1 to 1369-11 of the Civil Code apply. The contract must contain the following clauses:

1. The name and address of the seller and of the seller's guarantor and insurer, as well as the organiser's name and address;
2. The destination(s) of travel and, in the event of stays at various intervals, the different periods and dates of stay;
3. The means, characteristics and categories of transport as well as dates and place of departure and return;
4. Type of accommodation, location, standards and main features of amenities, as well as tourism classification based on regulations and customs in the host country;
5. Catering services offered;
6. Itinerary in the case of travel tours;
7. Visits, excursions, and other services included in the total price of the trip or stay;
8. Total price of services invoiced as well as notification of any changes in invoice according to Article R. 211-8 hereinafter;
9. Information on any taxes or duties bearing on certain services such as landing, boarding or disembarkation taxes in ports and airports as well as visitor tax if not included in the price of the service(s) provided;
10. Timetable and terms of payment of the price; under no circumstance may the final payment made by the buyer be less than 30 percent of the price of travel or stay; final payment must be made upon delivery of documents enabling the travel or stay;
11. Special terms and conditions requested by the buyer and accepted by the seller;
12. Buyer's means of recourse against the seller in the event of claims of non performance of the agreement or misfeasance; claims must be addressed to the seller forthwith, by all means enabling reception of an acknowledgement of receipt, and, where appropriate, must be notified in writing to the travel organiser and the service provider concerned.
13. The deadline for the seller to inform the buyer of the cancellation of travel or stay if the organisation thereof is contingent on the existence of a minimum number of participants, in accordance with the provisions laid down in paragraph 7 of Article R. 211-4 herein above;
14. Contractual terms and conditions for cancellation;
15. Terms and conditions prescribed below under Articles R. 211-9, R. 211-10 and R. 211-11;
16. Details concerning risks covered and the amount of coverage taken out in the insurance policy covering the consequences of seller's professional liability;
17. Information concerning seller's subscription to an insurance policy (policy number and name of insurer) covering the consequences of certain cases of cancellation, as well as information concerning the insurance policy covering certain special risks and especially repatriation expenses in the event of accident or sickness; the seller shall in this case provide the buyer with a document that shall at least stipulate risk coverage and exclusions.
18. Deadline for informing the seller should the buyer decide to assign the contract;
19. The seller's commitment to supply the following information at least ten (10) days before the scheduled date of departure:
 - a) Name, address and telephone number of the seller's local agent, or the name, address and telephone number of local bodies that may assist the consumer in case of difficulty, or otherwise the call number for contacting the seller in case of emergency;
 - b) For minors travelling and staying abroad, a telephone number and an address for directly contacting the child or the person responsible for the child at the place of stay.
20. A clause providing for the termination and reimbursement without fees of the booking in the event of non compliance with the provisions of paragraph 13 of Article R. 211-4.
21. The commitment to supply the buyer, in due time before commencement of travel or stay, with the times of departure and arrival.

Art. R. 211-7 – The buyer may transfer his/her contract to an assignee fulfilling the same requirements as the buyer with respect to the travel arrangements or stay, provided that the contract has not yet taken effect.

Unless stipulations are more favourable for the assignee, the latter is required to inform the seller of his/her decision by all means enabling reception of an acknowledgement of receipt at least seven (7) days before commencement of travel. This deadline shall be extended to fifteen (15) days in the case of cruises.

Under no circumstances shall the transfer call for authorisation from the seller.

Art. R. 211-8 – Should the contract expressly specify the possibility of a price revision within the limits prescribed in Article L. 211-12, the contract shall indicate the exact method of calculation for prices revised upwards or downwards, and especially the amount of transport expenses and related taxes, the currency(ies) liable to affect the price of travel or stay, the portion of the price that is subject to this change, and the rate of the currency(ies) used as a benchmark for drawing up the price stated in the contract.

Art. R. 211-9 – In cases where, prior to the buyer's departure, the seller is either obliged to alter any of the essential constituents of the contract, such as a significant price increase or does not comply with its obligations pursuant to paragraph 13 of Article R. 211-4, the buyer may take the following steps, notwithstanding any claims for compensation of any damages sustained and after having notified the seller of these steps by all means

enabling reception of an acknowledgement of receipt:

- either rescind the contract and obtain, without any penalty, immediate repayment of amounts paid; or
- agree to the change or replacement trip proposed by the seller, in which case the parties shall sign a supplementary agreement stipulating the changes made; any price decrease is to be deducted from any outstanding payments to be made by the buyer and, if the payments already made exceed the price of the new services, amounts paid in excess shall be refunded to the buyer before the date of departure;

Art. R. 211-10 – In the case provided for under Article L. 211-14, should the seller cancel the trip or stay prior to the buyer's departure, the seller shall inform the buyer thereof by all means enabling reception of an acknowledgement of receipt. The seller shall then immediately refund the buyer for all amounts paid, with no penalties, and notwithstanding any claims for compensation of damages that may have been sustained. In this event, the buyer shall receive an indemnity that shall be at least equal to the penalty that would have been payable by the buyer if the buyer had instigated the cancellation at that date.

The provisions laid down in this Article do not in any manner prevent friendly settlements wherein the buyer agrees to a replacement trip or stay proposed by the seller.

Art. R. 211-11 – In the event that, after the buyer's departure, the seller is unable to supply a preponderant portion of the services stipulated in the contract and representing a significant percentage of the price honoured by the buyer, the seller must immediately take the following steps without prejudice to any claims for compensation of damages that may have been sustained:

- either propose replacement services for the services to be provided initially, with all additional costs being borne by the seller; if the services accepted by the buyer are of lower quality, the seller shall then be obliged to refund the buyer for the difference in price upon buyer's return; or
- if the seller is unable to propose any replacement services or if such replacements are rejected by the buyer for good reasons, the seller shall at no extra cost provide the buyer with transport tickets enabling the buyer to return, under conditions that are deemed equivalent, to the place of departure or to any other location agreed upon between the two parties

The provisions of this Article are applicable in the event of non-observance of the obligation envisaged to the 13^o of Article R. 211-4.