

# TERMS OF SALE

## PAGE 1



## PREAMBLE

**Choral Events** is an association under the law of 1901 registered with the Sous-Préfecture of Brignoles, Var, France under RNA N° W83300428 : Intracommunity VAT N° FR 17842304966  
SIRET NO.: 842 304 966 00018

Head office: 74 Traverse de La Morne 83860 - Nans les Pins - Var - France

Email : admin@choral-events.com Tel : 00 33 0(4)94 78 63 84 Site : www.choral-events.com

**Choral Events** is registered with ATOUT France under N°IM083240001 and with GROUPEMAMA MEDITERRANEE under n°51397685 0002 for professional civil liability

Articles R.211-35 to R.211-40 of the tourism code as modified by decree n°2015-1111 of September 02, 2015.

**Choral Events** holds the legal and administrative authorizations issued by the competent French authorities, guaranteeing customers the proper performance of the services purchased.

The sale of trips and stays is governed by the provisions of the Tourism Code as well as by the general conditions of sale below:

The following General Conditions of Sale define the conditions for the purchase of tourist services by the Customer from **Choral Events**.

They are brought to the attention of the Customer before any commitment on his part and constitute part of the prior information referred to in article R.211-4 of the Tourism Code, in addition to the description of the Services and in certain cases, the Special payment and cancellation conditions specific to certain products and services.

In the latter case, the specific Conditions indicated on the description of the product will prevail over the text of these Conditions of Sale. The prior information can be modified after consultation by the Customer, in particular as regards the price, the cancellation conditions, the transport conditions and the course of the stay and the accommodation, in this case, the customer will be informed before his signature of the travel contract.

By signing his quote, the customer expressly acknowledges having read and accepted these Conditions, as well as the more specific descriptions of the services chosen. Failure to accept all or part of these Conditions will result in the client waiving any use or benefit of the services sold by **Choral Events**. The stays are created by **Choral Events**, a professional agency registered with the ATOUT France National Register.

Associations and non-profit organizations can only carry out individual or group stays or trips in favor of its members. Extract from article L211-1 of the French Tourism Code.

## PRELIMINARY INFORMATIONS

*Article R211-4 du Code du Tourisme - Modified by Decree n°2017-1871 of December 29, 2017-  
art.2 Version in force since July 01, 2018*

Prior to the conclusion of the contract, the organizer or retailer must provide the traveler with the following information:

1° The main characteristics of the travel services:

a) The destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included ;

b) Means, characteristics and categories of transport, places, dates and times of departure and return, duration and place of stopovers and connections. When the exact time has not yet been fixed, the organizer or retailer informs the traveler of the approximate time of departure and return.

c) The location, main characteristics and, if applicable, tourist category of the accommodation in accordance with the rules of the country of destination;

d) Meals provided;

e) Visits, excursions or other services included in the total price agreed for the contract;

f) Where not apparent from the context, whether any travel services will be provided to the traveler as part of a group and, if so, the approximate size of the group;

g) Where the benefit of other tourist services provided to the traveler relies on effective verbal communication, the language in which these services will be provided;

h) Information on whether the vacation or vacation is generally suitable for people with reduced mobility and, at the traveler's request, precise information on the suitability of the vacation or vacation for the traveler's needs;

2° The company name and geographical address of the organizer and retailer, as well as their telephone and, if applicable, electronic contact details;

3° The total price including taxes and, if applicable, all fees, royalties or other additional costs, or, when these cannot be reasonably calculated prior to the conclusion of the contract, an indication of the type of additional costs that the traveler may still have to bear;

4° Terms of payment, including the amount or percentage of the price to be paid on account and the schedule for payment of the balance, or the financial guarantees to be paid or provided by the traveler;

## PRELIMINARY INFORMATIONS

5° The minimum number of people required for the trip or stay, and the deadline mentioned in III of article L. 211-14 preceding the start of the trip or stay for possible cancellation of the contract if this number is not reached;

6° General information concerning passport and visa requirements, including the approximate time required to obtain visas, as well as information on health formalities in the country of destination;

7° A statement indicating that the traveler may cancel the contract at any time before the start of the trip or holiday, subject to payment of appropriate cancellation fees or, where applicable, standard cancellation fees charged by the organizer or retailer, in accordance with I of article L. 211-14;

8° Information on compulsory or optional insurance covering the cost of cancellation of the contract by the traveler, or on the cost of assistance, including repatriation, in the event of accident, illness or death.

## MODIFICATIONS - SELLER CANCELLATIONS

When, before the departure of the customer, the seller is forced to make a modification to one of the essential elements of the contract such as a significant increase in the price or, the customer may, without prejudice to recourse for compensation for possible damages suffered, and after being informed by the seller by registered letter with acknowledgment of receipt:

- either terminate the contract and obtain immediate reimbursement of the sums paid without penalty.
- either accept the modification or the replacement trip proposed by the seller, an amendment to the contract specifying the modifications made is then signed by the parties, any reduction in price is deducted from the sums possibly remaining due by the buyer and, if payment already carried out by the latter exceeds the price of the modified service, the overpayment must be returned to him before the date of his departure.

In the case provided for in article 21 of the aforementioned law of July 13, 1992, when, before the client's departure, the seller cancels the trip or stay, he must inform the client, by registered letter with acknowledgment of receipt, The buyer, without prejudging recourse for compensation for any damage suffered, obtains immediate reimbursement from the seller without penalty of the sums paid. The provisions of this article do not in any way prevent the conclusion of an amicable agreement having as its object the acceptance by the customer of a replacement trip or stay offered by the seller.

When after the client's departure, the seller is unable to provide a preponderant part of the services provided for in the contract representing a significant percentage of the price honored by the client or modifications considerably disrupting the execution of the stay, the seller must immediately take the following measures without prejudice to recourse for compensation for any damage suffered:

- Either offer replacement services while possibly supporting any additional price and if the services accepted by the customer are of inferior quality, the seller must reimburse him for the difference in price or offer him an additional compensation service.
- Or if he cannot offer any replacement service or if these are refused by the customer for valid reasons, provide transport tickets at no additional cost to ensure his return under conditions that may be deemed equivalent to the place of departure or to another place agreed to by both parties.

## TERMINATION

The contract between the customer and the seller may be terminated automatically:

- In the event of exceptional and unavoidable circumstances (cataclysm, strikes, war, etc.) preventing the execution of the trip under suitable conditions. An exceptional and unavoidable circumstance is understood to mean a situation beyond the control of the party invoking the situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.

By express agreement, this will be the case in particular with regard to strikes by means of transport, hotel staff, air traffic controllers, insurrection, riot and any prohibition decreed by governmental or public authorities.

In all cases, the seller may in the first instance offer the customer a postponement of the trip if conditions allow. In the event that it is impossible to carry out the postponement on the part of both the customer and the seller, the contract will be de facto terminated without penalty on both sides. The sums incurred by the customer will be refunded to him without penalty.

- In the event of a serious breach by either party of the provisions of the contract, and after formal notice sent by registered letter with acknowledgment of receipt by the other party, and remained unsuccessful within 3 days of its reception.

In accordance with article L221-28 of the Consumer Code, the travel contract is not subject to the right of withdrawal.

## CUSTOMER CANCELLATIONS

Any request for cancellation of registration of the group, of one or more participants, from the client must be made either by telephone, by mail or by email to the address of **Choral Events** appearing on the contract and will result, whatever the trip or stay, except specific conditions, cancellation fees indicated below.

In the event of cancellation of any service, the insurance premium, visa fees where applicable, administration fees and ticketing fees are not refundable.

A trip participant can transfer their contract to another traveler without penalty up to 60 days before the trip. In the event that a plane ticket is issued, the modification of the ticket entails costs which will be borne by the new participant in the general conditions of the airline (non-modifiable and non-refundable flights).

No name change will be accepted directly at the airport. In the case of regular flights, once the tickets have been issued, no modification will be possible. Tickets will be considered lost.

The YQ Tax is non-refundable in the event of cancellation before and after issuance and is part of the cancellation fees.

## CUSTOMER CANCELLATIONS

Any cancellation and change of name of participants must be notified in writing. The same applies to an addition of participant (s) whose reservations will only be confirmed within the limit of available places.

In the event of subscription to the additional comprehensive insurance, the cancellation costs may be reimbursed by the insurance from 120 days before departure after study of the file by the medical adviser of the insurance and according to its own general conditions of sales.

In the event of partial group cancellation leading to a number of participants lower than the minimum stipulated in the contract, the price per person will be updated according to the actual number of passengers.

## CUSTOMER CANCELLATION FEES

Any cancellation of one or more participants by the customer, before his departure entails the payment of the following costs calculated on the total price of the trip, taxes included:

- Up to 120 days: 30% per person.
- From 120 to 60 days: 50% per pers.
- Less than 60 days until no show: 100% per person.

In all cases where the plane ticket is issued, it is non-modifiable, non-refundable; 100% of the ticket price including tax is due upon reservation, the fuel surcharge is not refundable.

## PAYMENT CHOICE

The sums due under the present contract are payable by bank transfer, the RIB of which will be supplied to the customer with the quotation. A deposit of 30% of the total cost of the trip will be requested upon signature of the quote, and the balance 60 days before departure.

If payment of the balance is due between 30 and 59 days before the start of the holiday, **Choral Events** will apply a penalty of €30 per participant. After 30 days, any delay in payment in relation to the contracted dates will automatically result in the cancellation of places and the termination of the contract to the customer's detriment.

For bank transfers from outside the euro zone, Choral Events will charge a €15 bank fee per transfer.

## SPECIAL CONDITIONS OF SALES

The purpose of our stay programs is to provide the customer with the information prior to registration on the content, progress, price and conditions of our trips and stays.

Due to the imperatives of performing concerts, which can only be organized after the quote has been signed, the content and course of the stay may be modified. Any modification will be made in consultation with the customer.

Price: Our prices are established on the date of dispatch of the programs according to the service prices, the minimum number of participants, the exchange rate and taxes in force. They can be modified in the event of fluctuation in the exchange rate or increase in taxes and in accordance with the general conditions of sale.

## SPECIAL CONDITIONS OF SALES

As stays are most often organized with bus transport, the price per person may be increased in the event of a decrease in the number of participants or a change in the route (number of km, parking fees, Check point etc.).

The luggage loading capacity of tourist buses is calculated according to the number of passengers, but if it happens that the quantity of luggage on arrival of travelers greatly exceeds the capacity of the holds, and it becomes necessary add a trailer or any other additional means of transport to the transport, the additional cost generated must be borne by the customer and will therefore be invoiced by the seller.

For participants traveling by plane and when the travel package includes an airport / hotel bus transfer, it is understood that this is only a one-time transfer. If travelers land at different times, they will therefore have to: either wait for the latest arrivals for the transfer, or use another means of transport at their expense (taxi, Uber, train or other), depending on the possibilities offered on departure from the 'airport.

A rate change may also be made due to an increase imposed by airlines and other service providers or by the addition of new taxes not provided for in the rates.

Any price modification will be discussed and notified to the customer at the time of payment of the balance or at the latest before departure.

Until payment of the balance, the price may be increased or reduced at the customer's request for additional services such as, for example, entries and tourist visits not provided for in the initial program or the addition / withdrawal of participants.

The program and the final price are those confirmed by us at the time of payment of the balance. No dispute concerning the price of the trip can be accepted on return.

It is therefore up to the customer to assess before his departure whether the fixed price suits him, price including in addition to the services appearing in the program and in the price table, the various technical and organizational costs as well as the commercial margin, all remaining elements acquired. .

Any modification of the services by the customer on site cannot give rise to reimbursement (shortened stay for example), as well as any service not consumed.

If, after the start of the package, important elements of the package cannot be provided as planned, other appropriate services must be offered to travelers at no additional cost.

If, before departure, an external event binding on the seller within the meaning of article L.211-13 of the Tourism Code, forces him to modify an essential element of the contract that he has concluded with the customer, the seller will notify the customer by any means allowing acknowledgment of receipt as quickly as possible and will make proposals (modification of the trip or replacement trip).

## ORGANIZATION OF CONCERTS

**Choral Events** organizes concerts in partnership with its network of amateur choirs and municipalities in France and around the world.

The participating groups perform alone or with others depending on the location or the type of concert. The concerts are organized within a maximum radius of approximately 100 km around the accommodation of the choir.

The concert venues are chosen with our partners and can be of several types: churches, concert halls, multipurpose halls, exteriors etc. Any costs of renting the premises will be borne by **Choral Events**.

In the event of specific technical needs for groups for their concerts or performance, the technical sheet will be the responsibility of the group (except exceptional support by the organizer on site). The administration of the recruitment of technical service providers, the reservation and possible delivery of instruments will be provided by **Choral Events**. In the event of a Technical Sheet, a preliminary estimate will be provided to the customer.

**Choral Events** organizes publicity for concerts on site.

**Choral Events** takes care of the declaration and payment of copyright if applicable

## LOCAL REPRESENTATIVE

For all stays outside French territory, a guide will be dedicated to the group. He will be responsible for the proper implementation of the program throughout the stay and will serve as an interpreter in the event of a foreign language.

The guide is not a tourist guide. For stays in France, if the group does not have a dedicated guide, the name and contact details of a referent contact will be communicated before departure.

## LIST OF ROOMS AND PARTICIPANTS

The customer must provide **Choral Events** with a list including the names, first names, sex, date, place of birth, identity document number and date of validity of each passenger as well as the breakdown by room at the latest 60 days before the departure. No distribution can be made at destination. The final invoice will be readjusted according to this list. The customer must also provide an email address for all participants so that they can send them the essential documents prior to the trip.

It is imperative that the names communicated correspond to those mentioned on the identity documents required for the trip.

The carriers reserve the right to refuse boarding to any passenger whose name mentioned on the ticket does not match that of his identity document. No reimbursement or compensation can be made in this respect.

## CATERING AND FOOD

During the stay, the meals provided within the program are reserved in restaurants in group formula and single menu. Meals included in the concerts evening are organized by the cities or the host choirs with the means at their disposal, most often in rooms with a catering buffet, sometimes taken standing up. For people who have to follow a special diet: only food allergies justified by a medical certificate can be taken into account for the organization of meals.



## HOTEL

The classification of hotels by star or by category offered in our packages is always the result of decisions by the Tourism authorities, according to local standards which may be different from French or international standards.

The practices of the international hotel industry imply that the participants take possession of the room from 2 p.m. and leave it before noon, whatever the time of departure or arrival. The single rooms are often smaller and less conveniently located in the hotel than the others, although a supplement is requested for this.

In most hotels, triple rooms are double rooms with an extra bed.

This formula, which avoids paying a single room supplement for the third person, consequently involves some drawbacks, particularly in terms of available space in the room. They are not recommended for three adults.

In the event of a half-board stay, each night spent on site corresponds to breakfast and dinner.

Thus, in case of late arrival and early departure no meal will be provided on the first and last day. It is the same in case of stay in full board.

In the event of theft from hotels, **Choral Events** liability will be limited in accordance with the rules of the Civil Code. In general, hotels have a safe (free or paid) that it is recommended to use.

## WARNING

In all countries, people are reminded that it is forbidden to buy products of a notoriously illegal nature: counterfeit items, narcotics, etc.

It is also forbidden to collect or buy objects from archaeological sites, historical sites, etc. Failure to comply with these prohibitions may lead to criminal sanctions or imprisonment in France or in the country of destination.

We invite you to visit the site: <http://www.douane.gouv.fr>.

## RESPONSIBILITY

**Choral Events** is responsible for the proper execution of the planned services and is required to provide assistance to the traveler in difficulty.

In the event of its full liability due to service providers being brought into play, the compensation limits resulting from international agreements according to Article L. 211-17-IV of the Tourism Code will apply; failing this and except for bodily injury, intentional damage or damage caused by negligence, possible damages are limited to three times the total price of the trip or stay.

In the case of tourist packages, liability cannot be incurred in the event of contractual non-performance on the part of the customer, in the event of an unforeseeable or unavoidable fact of a third party foreign to the provision of travel services or in the event of exceptional circumstances and inevitable.

## RESPONSIBILITY

The full liability provided for in the aforementioned article is excluded with regard to the sale of isolated air tickets (dry flights).

**Choral Events** cannot be held responsible for changes in dates, times or routes, change of airport on return, deletion or modification of part of the program caused by external events such as strikes without notice, technical incidents, air overloads, bad weather, epidemics, change of flight or any other case of force majeure, due to third parties unrelated to the provision of the services provided for in the contract or the poor performance of the contract attributable to the customer.

It may happen for reasons relating to the period or attendance that certain services must be modified. These changes will always be made in consultation with the customer.

**Choral Events** will not be responsible in the event of an incident occurring during services purchased directly on site by the customer from an external service provider or resulting from a personal initiative of the customer.

**Choral Events** cannot be held responsible in the event of loss, theft or damage to luggage or personal effects during the trip. In the event of a problem, customers are recommended to have the facts ascertained by the competent local authorities (filing a complaint).

During air transport, the liability of airlines is limited or excluded in the event of loss, damage or delay of luggage, according to the aforementioned Warsaw and Montreal conventions; these agreements can also benefit Choral Events in the event of its liability being brought into play.

Any complaint must be immediately lodged at the airport by the customer himself with the services of the carrier or the airport and upon discovery of the damage.

## UNDERAGE

In the case of a trip by a minor unaccompanied by his legal representatives, it must be communicated to **Choral Events**, before conclusion of the contract, the contact details of the adult responsible for the child during the trip, and the case if necessary those of the child himself, in order to establish direct contact with the minor child or the responsible person at the place of stay if necessary.

## INSURANCES

**Choral Events** communicates to the client the conditions of specific cancellation, assistance and repatriation insurance before the confirmation of the travel reservation, by means of a link to said conditions that the client can print out.

At the time of registration at the latest, the customer can take out a specific insurance contract according to two options: Multi-risk or Cancellation.

The customer can choose not to take out any additional insurance but in this case will not be able to claim any reimbursement in the event of cancellation for any reason whatsoever.

## DISABLED PEOPLE

People with reduced mobility undertake to check with **Choral Events** as to the suitability of the desired trip to their particular situation and needs, as well as the related costs, so that these elements are covered in the pre-contract / travel contract. **Choral Events** will provide more precise information in this regard only upon express request from the client.

## FORMALITIES

For all trips, participants must be in possession of the mandatory documents necessary for entry into the country of destination or passage through the country or countries of possible stopover: passport or valid national identity card, parental authorization, family record book, visa ...

Some destination countries require a valid ID six months after return.

In addition, we draw your attention to the fact that the extension of the period of validity of the national identity card, bringing it to 15 years, is not recognized by all the countries of destination. More information on the website:

<https://www.diplomatie.gouv.fr/fr/services-aux-citoyens/documents-officiels-al-etranger/article/extension-de-la-duree-de-validite-de-la-carte-nationale-identity>

In order to check the necessary formalities, we invite you to consult the site <https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/>

The information relating to the various formalities given when ordering a travel service only concerns persons of French nationality, and is provided for information only.

We invite foreign nationals as well as dual nationals to directly consult the competent authorities (consulate, embassy, etc.) of their State as well as of the State of destination, to find out the terms of stays at any destinations and stopovers and to check the validity of documents and vaccines.

The costs of issuing the documents necessary for travel (such as passports, visas) remain the responsibility of the customer and are not included in the sale prices.

Completion of the formalities is the responsibility of the customer, who must ensure before his departure of any changes that have occurred. The trip cannot be reimbursed under any circumstances when the participant, as a result of non-presentation of valid documents (passport, visa, vaccination certificate, ...) is unable to take the departure on the date indicated or to enter the territory of destination or stopover. The costs will remain the responsibility of the customer.

## COMPLAINTS

When a customer notices that a service is not provided as planned, so as not to suffer the inconveniences during the entire duration of his stay, he must immediately notify the attendant present in order to settle the dispute on site.

Observations on the progress of the trip must reach **Choral Events** within 15 days of return, by registered mail with acknowledgment of receipt, accompanied by the appropriate supporting documents. Otherwise, the file will not be treated as a priority.

After entering Choral Events and, in the absence of a satisfactory response within 60 days, the customer can approach the Tourism and Travel mediator whose contact details and referral procedures are available on the site: [www.mtv.travel](http://www.mtv.travel).

The possible delivery of questionnaires by **Choral Events** at the end of the trip is only intended to establish statistics on the services. They cannot therefore, under any circumstances, be considered as part of the customer's after-sales file.

## FINANCIAL GUARANTEE

If the seller becomes insolvent, the amounts paid will be refunded. If the seller becomes insolvent after the start of the package and if transport is included in the package, the repatriation of travelers is guaranteed.

**Choral Events** has purchased insolvency protection with an insolvency protection entity. Travelers can contact the guarantee agency if they are refused services due to the seller's insolvency.

The financial guarantor of Choral Events is Groupama Assurance-Crédit & Caution domiciled at 3, Place Marcel Paul - 92 000 Nanterre. Groupama contract number: 4000718243/0

Email: [info@groupama-ac.fr](mailto:info@groupama-ac.fr) Tel: +33 (0)1 70 96 63 40 / +33 (0)1 70 96 60 67

Website: <https://www.groupama-ac.net/>

## APPLICABLE RIGHT

Contracts concluded between Choral Events and the customer are subject to French law. The reference language is French. In the event of a dispute or litigation, the court with territorial jurisdiction is that of the head office of the Choral Events agency.

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 and Article L.211-2 II of the Tourism Code.

The customer therefore benefits from all the rights granted by the European Union applicable to packages, as transposed into the Tourism Code.

**Choral Events** will be fully responsible for the proper execution of the package as a whole. In addition, as required by law, **Choral Events** has protection to reimburse your payments and, if transport is included in the package, to ensure your repatriation in the event that they become insolvent.