



1. INFORMATION GERS TOURISME EN GASCOGNE

Gers Tourisme en GASCOGNE have the vocation to establish the booking and sale of all leisure and tourist services, principally in rural areas. Assist the public through offering a wide and varied choice of services, and ensuring a quick and efficient booking process. Instrument of general interest available to all kinds of service providers who are members.

1. bis INFORMATION

This brochure represents the prior offer referred to by the general conditions mentioned hereafter, and concerns the Travel Booking Agency known as « Gers Tourisme en Gascogne » (A.G.T.G) (hereafter referred to as "the seller" or "the Travel Booking Agency"). However, modifications may naturally occur in the nature of services on offer. In accordance with article R211-5 of the French Tourism Code, should any modifications occur, they shall be brought to the customer's notice in writing by the Travel Booking Agency prior to the conclusion of the contract. In the case of online sales, the preliminary offers mentioned below in the general conditions and which concern the Travel Booking Agency, are the offers found on the website. These online offers are subject to rules relative to online sales such as those stipulated below.

1. ter ONLINE SALES- CONTRACTUAL PARTIES

In the case of online sales, the term « user » refers to any user of the present website who books, orders or purchases any product or service on offer. The user may only use this website if he or she is of age to sign legally binding contracts. The user is financially responsible for all use of the website. The services available on this website may only be sold to private individuals. Professional groups must contact the seller directly. "The seller" refers to A.G.T.G., a Travel Booking Agency operating according to the French Tourism Code (Rule N° 2009-888 established 22/07/2009).

2. LENGTH OF STAY

A customer who has signed a contract for a predetermined duration may under no circumstances claim the right to remain on the premises at the end of the agreed period.

3. RESPONSIBILITY

The Travel Booking Agency is responsible under the terms of Article L.211-16 of the French Tourism Code, which stipulates that:

«Any private person or corporate entity who is involved in the operations mentioned in Article L. 211-1 is rightfully liable towards the purchaser for the correct completion of the obligations resulting from the contract, whether the contract was established at distance or not and whether these obligations are to be completed in person or by other service providers, without prejudice to his/her right to appeal against them and within the limits of compensation provided by international conventions. However, he/she/it may be exempted from all or part of his/her/its responsibility if proof is given that the failure to fulfill the contract, or to fulfill it correctly is either the fault of the purchaser, or of an unforeseeable and unavoidable third party not normally involved in the provision of the services stipulated in the contract, or due to force majeure.»

3. bis ONLINE SALES – USER RESPONSIBILITY

The user must check that the information he/she provides when registering as a customer, or at any other moment, is correct and complete. It is the user's responsibility to ensure that the contact details he/she gives when booking are correct and will allow the user to receive the booking confirmation.

In the event that the user does not receive this confirmation, it is up to the user to contact the seller. In order to allow his/her file to be dealt with in the correct manner, the user must immediately inform the seller of any changes in the information given when registering.

4. BOOKING

Booking is complete when the agency has received the contract signed by the customer (before the deadline given on the contract) and a deposit of 25% of the total cost of the stay (including any administrative costs and optional insurance cover if this has been requested).

4. bis ONLINE BOOKING

After having made his/her selection and clicked onto « book now », the user will see a summary of the booking appear on the screen. The user will then be requested to fill in a page of personal details which he/she will then confirm. A second page will then appear on the screen, recapitulating all the specific elements of the contract. By clicking onto "confirm booking," the user validates and confirms his/her booking, declares having read and accepted the conditions of booking, and is irrevocably bound to the contract. His/her acceptance may only be challenged under Article 25. sexies entitled DELAY OF RETRACTION.

The automatic data recording systems provided by the seller are deemed valid proof of completion of the booking contract. The user will receive a booking confirmation via email. This confirmation will outline the key characteristics of the booking, the price and terms of payment. The content of these booking confirmations is archived by the seller. It is deemed valid proof of the user's consent on the terms and date of the contract.

4. ter MEANS OF ONLINE PAYMENT

When the user opts for « online » booking, online payment by credit card or direct debit card allows an immediate and firm online booking of the stay.

5. BALANCE PAYMENT

The customer must pay the booking service the total price for the services agreed upon and any outstanding amount, at the latest one month before the beginning of the stay, in agreement with Article R.211-6,10 of the French Tourism Code.

Any customer having failed to pay the balance of his or her stay on the agreed deadline is considered to have cancelled his/her contract. Therefore, the service will again be made available for sale and no refund shall be made.

Balance payment may be made by a variety of methods, such as debit or credit card, bank or postal cheque, bank draft or bank transfer.

6. LATE BOOKINGS

In the case of bookings made less than 30 days before the beginning of the stay, the total cost of the stay will be requested on booking, in agreement with Article R.211-6,10 of the French Tourism Code.

7. EXCHANGE VOUCHER

On reception of balance payment, the booking service will then send the customer an exchange voucher to be handed over to the service provider on arrival, or a receipt of payment.

8. ARRIVAL

The customer must arrive on the agreed date and within the times stipulated on the contract or the receipt of payment. In the case of late arrival or delayed arrival, or if the customer has to cancel at the last minute, the customer must let the service provider (or owner) know, at the address and telephone number given on the exchange voucher or descriptive sheet provided.

Unconsumed services due to such delays remain payable and will not be refunded.



9. CANCELLATION ON THE PART OF THE CUSTOMER

All cancellations must be sent in writing by recorded post or fax to the Travel Booking Agency.

a/ If the customer has cancellation insurance cover: refer to the insurance cover information sheet attached to contract.

b/ If the customer does not have cancellation insurance cover: for any cancellation made on the part of the customer, refunds made to the customer by the Tourist Booking Agency, other than administrative costs (if they were paid during booking) will be the following :

- Cancellation more than 30 days before beginning of stay: 10% will be retained from total cost of stay;
- Cancellation between 30 and 21 days inclusive before beginning of stay: 25% will be retained from total cost of stay;
- Cancellation between 20 and 8 days inclusive before beginning of stay: 50% will be retained from total cost of stay;
- Cancellation between 7 and 2 days inclusive before beginning of stay: 75% will be retained from total cost of stay;
- Cancellation the day before, or on the day the contract begins: 100% will be retained from the total cost of stay;
- In the case of failure of the customer to appear: no refund will be given.

10 – A CHANGE MADE BY THE BOOKING SERVICE TO A SUBSTANTIAL ELEMENT OF THE CONTRACT

Refer to Article R211-9 of the French Tourism Code.

11 – CANCELLATION ON THE PART OF THE SELLER.

Refer to Article R211-10 of the French Tourism Code.

12 – INABILITY OF THE SELLER TO SUPPLY DURING THE STAY THE SERVICES AGREED UPON IN THE CONTRACT.

Refer to Article R211-11 of the French Tourism Code.

13. THE STAY IS CUT SHORT

If the stay is cut short by the customer, no refund will be made except if the motive for cutting short the stay is included in a cancellation insurance policy previously taken out by the customer.

14. SLEEPING CAPACITY

The contract is drawn up for a specific number of people. If the number of people is greater than the sleeping capacity, the service provider may refuse the extra customers. Any change or break in the contract will be considered to be made by the customer. In this case, the booking service maintains the right to retain the full rental price.

15. ANIMALS

The contract stipulates whether or not the customer may bring a pet during the stay, and if so, will stipulate whether or not a supplement and/or a greater deposit are required. In the case of non-respect of this clause on the client's part, the service provider may refuse to allow the stay to take place. In this case, no refund will be made.

It should however be noted that in the case where the service booked is a seasonal rental (or a country gîte), according to Article 10 of Law n°70-598 of 9th July 1970:

« Any stipulation intended to prohibit the keeping of an animal in a residential facility is deemed unwritten, in the case where the animal in question is a pet. The keeping of a pet is however permitted on condition that the animal in question causes neither any damage to the building nor disturbance to the occupants of the building.

The law stipulates that keeping a dog is prohibited in the case where the dog belongs to the 1st category mentioned in Article L. 211-12 of the Rural and Maritime Fishing Code.»

16. TRANSFER OF THE CONTRACT BY THE CUSTOMER

The transfer of a contract must be done at cost price between the transferor and the transferee. The buyer may transfer his/her contract to a transferee who fulfills the same conditions as the transferor to carry out the stay. In this case, the buyer must inform the booking service of his/her decision in writing by registered post with acknowledgement of receipt, 7 days at the latest before the stay begins. In the case where the stay is a sea or river cruise, this time limit is extended to 2 weeks.

The transferor is severally liable to the seller for the full balance payment plus any extra administrative costs incurred by this transfer. These extra costs must be paid by the transferor.

17. INSURANCE

The customer is responsible for any damage caused through his/her fault. The customer should check if his/her personal insurance policy includes "holiday" cover. If not, it is highly recommended to take out a holiday insurance policy.

The seller offers the customer the possibility of taking out an insurance policy covering the consequences of certain cases of cancellation and assistance. When taking out the policy, the purchaser will be provided with a leaflet explaining what is, and is not, included in the policy.

The seller is insured for professional liability, as noted hereafter.

18. PROPERTY INSPECTION

For holiday lets, a property inspection is carried out by the tenant and the owner or his/her representative and signed by both parties at the beginning and end of stay. In the case of dispute, this inspection statement is the only document of reference available assessing the state of the property before and after rental.

The tenant is expected to treat the property he/she occupies with due diligence.

The state of cleanliness of the property on the tenant's arrival must be noted in the property inspection statement. Cleaning the property is the responsibility of the tenant during his/her stay and before leaving.

19. SECURITY DEPOSIT

In the case of seasonal rentals, the customer's attention is drawn to the existence of a security deposit, intended to cover the cost of any damage which can be attributed to the tenant.

The sum of this deposit is variable (refer to brochure or website, according to type of accommodation and method of payment selected). The exact price will be indicated on the descriptive sheet and on the contract, as stated in Article R-211-6 of the French Code of Tourism.

This security deposit will be paid on arrival to the property owner or to his/her representative.

A joint property inspection will be carried out at the beginning and end of stay, in order to assess together the state of the rental property. At the end of the stay, the deposit will be returned to the customer, a deduction being made to cover repairs if any damage has been caused by the tenant.

In the case of early departure (earlier than the time indicated on the descriptive sheet), preventing the property inspection to be carried out on the tenant's day of departure, the security deposit is returned to the tenant by the owner within one week.



20. SEASONAL RENTALS – PAYMENT OF SERVICES CHARGES

Service charges: these concern costs corresponding to water, gas, electricity, heating consumption, etc. detailed on the descriptive sheet.

Charges included: 8 kw electricity per day, gas for gas cooker, and cold water.

Charges not included in price: electricity consumption superior to the level included in service charges, heating, telephone, etc.

These charges are to be paid directly to the property owner in exchange for a receipt.

Certain rental prices may include an overall service charge package.

21. HOTELS

Prices include rental of rooms, with or without breakfast included, half board or full board.

Unless stated otherwise, beverages taken with meals are not included.

When one person occupies a double room, he/she is charged a "single room supplement."

On the day of departure, rooms must be vacated by 12pm.

22. CAMPING

Unless stated otherwise, pitches may be booked per week or per day. The request for an electrical power supply must be made during booking.

23. COMPLAINTS

Any complaint concerning a contract being unfulfilled, or inadequately fulfilled, must be addressed as soon as possible to the booking service, by registered post with acknowledgement of receipt, and may be addressed in writing to the tour operator and to the service provider involved.

Complaints relative to the state of the property must be made to the seller within 48 hours of the customer's arrival on site.

23.bis COMPLAINTS CONCERNING THE ONLINE BOOKING SERVICE

All complaints regarding the electronic booking procedure must be addressed to the seller as soon as possible.

24. PRICE REVIEW

The prices in this brochure, and at the date of publishing, have been established according to the following economic factors:

- the cost of overland and sea transport, fuel in particular.
- current taxes.

Exchange rate fluctuations against the Euro in one of the foreign currencies used will have its repercussions on the total sale price, except for the part representing overland and sea transport and taxes.

The varying cost of overland and sea travel and/or fuel will be wholly reflected in the portion of the price corresponding to these elements in the service provided.

For customers who have already booked their stay, no price increase will occur less than 30 days before departure.

25. ABSENCE OF WITHDRAWAL PERIOD

In accordance with Article L. 212-20-4 of the French Consumer Code, the right to withdraw a contract within 7 working days does not apply to contracts relating to accommodation services, transport, catering or leisure services to be supplied at a specific date.

26. SPECIAL TERMS FOR ONLINE BOOKING

26. bis SELLER'S COMMITMENT

Publishing information online is subject to the same juridical regime as traditional publishing.

The contents of this website are therefore governed by a number of laws and regulations which give various rights and duties to the online reader. The seller and editor of this website agrees to comply with the publishing rules and to make every effort to guarantee that the information conveyed to the public is valid.

The editor authorizes the reader to print all or part of the content offered on the website, strictly for his/her personal use.

26. ter CUSTOMER'S COMMITMENT

The user undertakes to respect the rules of the Intellectual Property Code with regard to the various contents on offer on the website. This implies that he/she undertakes not to reproduce, summarize, modify, tamper with or rebroadcast without the prior permission of the website owner, any article, title, application, software, logo, brand, information or illustration for anything other than private use, which excludes any reproduction for professional or commercial purposes, or wide broadcasting.

The user undertakes not to copy the whole, or part of the website, onto any other medium. Failure to comply with these binding commitments may give rise to civil and criminal liability for the offender.

26. quater PROTECTION OF PERSONAL DATA

In accordance with the French Data Processing and Civil Liberties Act of 6th January 1978, the user may at any moment access, rectify, or delete any personal data concerning him/herself. If the user wishes to exercise this right, he/she may make the request to the seller in writing or by email.

The data entered when completing the forms on this website remain confidential to the seller.

26. quinquies PROOF

It is expressly agreed that, except in the case of obvious error on the part of the seller, the data stored in the seller's information system and/or that of any partners, has probative value as to orders placed by the user.

Data stored by the seller in computer or electronic format constitutes admissible evidence and, if produced as proof by the seller in any contentious or other proceedings, it will be admissible, valid and enforceable as between the parties in the same manner, in the same conditions and with the same probative force as any document drawn up, received or recorded in writing.

26. septies THE USE OF FRENCH AND PRIMACY OF THE FRENCH LANGUAGE

According to Law n° 94-664 of 4th August 1994, the offers available on this website aimed at a French clientele, are written in French. Commercial translations into other languages of all or part of the sections presented on this website can however be accessed.

The parties agree that the French language version takes precedence over all commercial translations into other languages.



27. PARTICULAR CONDITIONS IN THE BOOKING OF SEASONAL RENTALS

According to Article 68 of Decree 72-678 of 20th July 1972 amended, bookings for seasonal rentals made by an intermediary, may give rise to no payment more than 6 months before the beginning of stay. Consequently, bookings made for stays in seasonal rental properties (or country gîtes) made over 6 months before the beginning of the stay, may give rise to no payment before this time limit.

For bookings made between 6 months and 30 days before the beginning of stay, a deposit of 25% of the price of the stay will be payable when the contract is completed. The balance will be payable at a deadline of 30 days before the beginning of the stay. For bookings made less than 30 days before the beginning of stay, the total cost of the stay will be payable when the contract is completed.

28. PROFESSIONAL LIABILITY INSURANCE

A.G.T.G. has taken out an insurance policy with SOPHIASSUR - 154 Bd Haussmann – 75008 PARIS - to the value of 3 000 000 € per year and per claim, physical injury and material and immaterial damage combined, contract n°120 137 444 in order to cover the consequences of Professional Liability that A.G.T.G. may face.

Name of the structure: GERS TOURISME en GASCOGNE (A.G.T.G.)

Legal form : Association Loi 1901

SIRET N°: 493 453 369 00016

APE Code : 94 99 Z

Registration N°: 171 G (carte immobilière)

Head office: A.G.T.G. Château de Mons 32100 CAUSSENS.

Telephone: 00 33 (0)5 62 61 79 00

Financial guarantee : AXA – 26 Rue Drouot – 75009 PARIS to the value 800 000 €.

The nominative information requested in the booking document must be given. According to the French Data Processing and Civil Liberties Act, the right of access and rectification may be exerted with A.G.T.G. Unless the customer explicitly requests otherwise, this information may be transferred on a commercial basis.

GENERAL BOOKING CONDITIONS

Articles R-211-3 to R-211-11 of the French Tourism Code (Act n° 2009-888 of 22/07/2009)

Article R211-3

Subject to the exclusions set out in the third and fourth subparagraphs of Article L. 211-7, any offer and any sale of travel and holiday services gives rise to the delivery of appropriate documents that comply with the rules laid out in this section.

In the case of the sale of air travel tickets or tickets for regular transport routes, unaccompanied by services linked to these journeys, the seller shall issue to the buyer one or several tickets for the whole journey, issued by the transporter or under the transporter's responsibility. In the case of the demand for responsive transport, the name and address of the carrier, on whose account the tickets are issued, must be mentioned. Separate invoicing of the different elements making up a tourist package does not release the seller from any obligations set out in this section.

Article R211-3-1

The exchange of pre-contractual information or the issuing of contractual terms and conditions is carried out in writing. They may be sent by e-mail under the terms and conditions of validity and the procedure detailed in Articles 1369-1 to 1369-11 of the French Civil Code. The name or corporate name and address of the seller will be indicated, as will their registration number, as stated in Article L. 141-3 /as stated in a) of Article L.141-3 or, if applicable, the name, address and registration number of the federation or union they belong to, as stated in the second subparagraph of Article R. 211-2.

Article R211-4

Before the contract is completed, the seller must communicate to the consumer information about the price, dates and other elements concerning the services to be supplied during the trip or stay, such as:

- 1° The destination and methods, characteristics and categories of transport used;
- 2° The type of accommodation, its location, the standard of comfort it offers, its main characteristics, its type approval and the tourist category it belongs to, according to regulations and common standards of the host country;
- 3° The restaurant services available;
- 4° A description of the itinerary in the case of tourist circuits;
- 5° Administrative and health formalities to complete for French nationals or those belonging to another Member State of the European Union, or a state which has signed the European

- Economic Area agreement, particularly when borders are to be crossed, and also the time required to complete such formalities;
- 6° Any visits, excursions and other services included in the global offer, or available with a price supplement;
- 7° A minimum or maximum number of participants necessary for a trip or stay to take place and, if a trip or stay depends on a minimum number of people in order to go ahead, the final date for informing the consumer in the event of the trip or stay being cancelled; this date may not be less than twenty-one days prior to departure.
- 8° The total price or the percentage of the total, to be paid by way of a deposit when the contract is completed, and the timetable for paying the balance;
- 9° The price review procedures as specified in the contract pursuant to Article R. 211-8;
- 10° Cancellation conditions of a contractual nature ;
- 11° The cancellation conditions specified in Articles R. 211-9, R. 211-10 and R. 211-11;
- 12° Information concerning the possibility of an optional insurance policy covering the consequences of certain cases of cancellation, or an assistance contract covering certain special risks, such as repatriation due to accident or illness;
- 13° When the contract includes air travel, information concerning each flight, as stated in Articles R. 211-15 to R. 211-18.

Article R211-5

Any prior information given to the consumer shall be binding on the seller unless within it the seller expressly reserves the right to modify certain elements therein. The seller must, in this case clearly indicate how these changes may occur and which elements they may affect. In any event, any changes made to such prior information must be communicated to the consumer before the contract is concluded.

Article R211-6

The contract between the seller and the purchaser must be set out in writing and in duplicate, one copy of which is remitted to the buyer having been signed by both parties. When the contract is agreed via e-mail, Articles 1369-1 to 1369-11 of the French Civil Code apply. The contract must contain the following clauses:

- 1° The name and address of the seller, its guarantor and insurance company and the name and address of the organizer;
- 2° The destination or destinations of the trip and, in the case of a split stay, the different periods and their dates.
- 3° The means, characteristics and categories of transport used, and the dates and places of departure and arrival;



4° The type of accommodation, its location, the standard of comfort it offers, its main features and the tourist category it belongs to, according to regulations and common standards in the host country;

5° The restaurant services available;

6° A description of the itinerary in the case of tourist circuits;

7° Any visits, excursions or other services included in the global price of the trip or stay;

8° The total price of services invoiced and an indication of any possible review of the invoicing, by virtue of the provisions laid down in Article R. 211-8;

9° Notice, if applicable, of charges or taxes pertaining to certain services such as landing, embarking or disembarking at port or airport, or tourist taxes when these are not included in the package for services provided;

10° A timetable for payment with terms and conditions; the final instalment paid by the purchaser may not represent less than 30% of the overall cost of the trip or stay and must be settled when the documents validating the trip or stay are handed over;

11° Any special conditions requested by the purchaser and accepted by the seller;

12° The procedure by which the purchaser may make a claim to the seller for non fulfillment or poor fulfillment of the contract; complaints must be sent as soon as possible and by any method that allows an acknowledgement of receipt to be received from the seller, and where appropriate, made in writing to both the tour operator and the service provider concerned;

13° The deadline for informing the purchaser of the cancellation of the trip or stay where the trip or stay is dependant on a minimal number of participants, in line with the provisions in clause 7 of Article R. 211-4;

14° Cancellation conditions of a contractual nature;

15° The cancellation conditions specified in Articles R. 211-9, R. 211-10 and R. 211-11;

16° Details concerning the risks covered and the amount of guarantees included in the insurance policy covering the consequences of the seller's professional liability;

17° Details concerning insurance policies covering the consequences of certain cases of cancellation on the part of the purchaser (policy number and name of the insurance company), as well as assistance contracts covering certain special risks, in particular repatriation in the event of illness or accident; in this case, the seller must give the purchaser a document stating at least the risks covered and those excluded;

18° The deadline for informing the seller in the event of the purchaser transferring the contract;

19° The undertaking to provide the buyer, at least ten days before the scheduled beginning of trip, with the following information:

a) The name, address and telephone number of the seller's local representative, or failing this, the names, addresses and

telephone numbers of local agencies that could assist the consumer in cases of difficulty, or failing this, a telephone number where the seller can be reached in case of an emergency;

b) In the case of minors travelling and staying abroad, a telephone number and address where the child or a person responsible for the child may be reached directly at the place of their stay;

20° The clause for penalty-free cancellation and refund of sums paid by the purchaser in the event of failure to provide information as required in subparagraph 13 of Article R. 211-4;

21° The commitment to provide the purchaser, in the time requested prior to the start of the trip or stay, with the departure and arrival times.

Article R211-7

The buyer may transfer his/her contract to a transferee who fulfills the same conditions as him/herself in respect of taking the holiday or trip, as long as the contract has not yet come into force. In the absence of specifications more in the transferor's favour, he/she is bound to inform the seller of the decision by any means allowing the delivery of an acknowledgement of receipt, 7 days at the latest before the beginning of the trip. In the case of cruises, this time limit is extended to 2 weeks. In no circumstances may such a transfer be subject to the seller's prior authorization.

Article R211-8

When the contract explicitly contains the possibility of prices being reviewed, within the limits provided for in Article L. 211-12, it must mention the precise means of calculation for both upward and downward price variations, and in particular concerning transport costs and related taxes; any currency(ies) which may affect the price of the journey or stay; the portion of the price to which the variation applies, and the exchange rate taken into account when establishing the prices appearing in the contract.

Article R211-9

When, before the beginning of the purchaser's trip, the seller has no choice but to modify one of the key elements of the contract, such as a make significant increase in the price, and is in breach of the obligation to inform the purchaser as laid down in subparagraph 13 of Article R. 211-4, the purchaser, without any prejudice to compensation for any damage which may be incurred, and after having been informed by the seller by any means allowing for an acknowledgement of receipt to be delivered, may:

- either terminate the contract and obtain without penalty the immediate refund of any amount paid;
- or accept the modification or the substitution journey or stay proposed by the seller; an amendment to the contract stipulating any changes made is then signed by both parties; any reduction in the price is deducted from any amounts remaining due by the

purchaser, and, if the payments already made exceed the price of the modified service offered, the excess amount must be settled in his/her favour before the date of departure.

Article R211-10

In the case provided for in Article L. 211-14, when, before the departure of the purchaser, the seller cancels the journey or holiday, the purchaser must be informed by any means allowing for an acknowledgement of receipt to be delivered; without any prejudice to his/her right to claim compensation for any damage which may have been incurred, the purchaser will receive the immediate refund of the sums paid from the seller without any penalty being incurred; in this case, the purchaser receives an indemnity which is at least equal to the penalty he/she would have had to pay had the cancellation been made at his/her bidding at this date. The provisions laid down in this article shall not hinder in any way the signing of a friendly settlement, the purpose of which would be the purchaser's acceptance of a substitution journey or stay proposed by the seller.

Article R211-11

When, after the purchaser's departure, the seller is not in a position to provide a sizeable part of the services scheduled in the contract, representing a significant percentage of the price paid by the purchaser, the seller must immediately take the following measures, without prejudice to any claim for reparation of any loss suffered:

- either offer services replacing the scheduled services, possibly bearing any additional cost and, if the services accepted by the purchaser are inferior in quality, the seller must refund the price difference as soon as the purchaser returns home.
- or, if the seller is unable to offer any substitution services, or if the substitution services offered are refused by the purchaser for valid reasons, provide the purchaser with travel tickets, at no additional cost, to ensure his/her return to the point of departure or to another venue accepted by both parties in conditions which may be deemed to be equivalent.

The provisions of this article are applicable in the case of failure to fulfill the obligations laid down in subparagraph 13 of Article R. 211-4.