

General Terms and Conditions of Sale

Our general terms and conditions of sale comply with the provisions of article R.211-12 of the French Tourism Code. In order to meet our legal terms and conditions, we will reproduce articles R.211-3 to R.211-11 of said Code.

Art. . R.211-3 - Subject to the exclusions set out under the third and fourth paragraphs of article L.211-7, offers and sales of travel and holiday services shall entail the delivery of appropriate documentation which complies with the rules set forth in this document. In the event of air tickets or scheduled rail tickets being sold not accompanied by services related to that travel, the vendor shall deliver to the purchaser one or more tickets for the whole journey issued by the carrier or under its responsibility. In the case of on-demand carriage, the name and address of the carrier on whose behalf the tickets are issued must be mentioned. Separate invoicing of the various elements of one and the same tourist package shall not release the vendor from the obligations placed on it under this section.

Art. . R.211-3-1 – The exchange of pre-contractual information or the issuing of contractual terms and conditions is the subject of a written document. This 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 civil code. The name or corporate name and the address of the vendor, as well as details of their registration are given in the register, detailed in (a) of article L.141-3 or, where applicable, the name, address and details of registration of the federation or union are given in the second paragraph of article R.211-2.

Art. R.211-4 - Before finalising the contract, the sales organisation must inform the customer of prices, dates and other details concerning services available during the holiday such as:

1. the destination, means, characteristics and categories of transport used;
2. type of accommodation, location, standard of comfort and principal characteristics, type approval and tourist classification corresponding to the usages and regulations of the host country;
3. restaurant services offered;
4. description of the itinerary in the case of a tour;
5. the administrative and health formalities to be completed by nationals or by members of another European Union or from a State that has signed the European Economic Area agreement, in particular in the event of crossing borders and the time required to complete them;
6. visits, excursions and other services included in the package or available at an additional cost;
7. any minimum and/or maximum size of the group for the holiday or trip and, if the trip or holiday depends on a minimum number of participants, the final date for informing the consumer in the event of the trip or holiday being cancelled; this date must be set no later than twenty-one days prior to departure;
8. the amount or percentage of the price to be paid by way of deposit on conclusion of the contract 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 on taking out an optional insurance policy covering the consequences of certain circumstances of cancellation or an assistance policy covering certain specific risks, in particular the cost of repatriation in the event of an accident or illness;
13. If the contract includes air travel services, the information specified in articles R.211-15 to R.211-18 for each leg of the flight.

Art. R.211-5 - Prior information given to the consumer shall be binding for the vendor unless within it the vendor expressly reserves the right to change certain elements. In such cases the vendor must clearly indicate how that change takes place and which elements it affects. In any event, changes made to such prior information must be given to the consumer before the contract is concluded.

Art. R.211-6 - The contract concluded between the vendor and the purchaser must be in writing, produced in duplicate, one copy of which is to be given to the purchaser, and signed by both parties. When the contract is agreed via e-mail, articles 1369-1 to 1369-11 of the civil code apply. The contract must include the following clauses:

1. the name and address of the vendor, its guarantor and insurance company as well as the name and address of the organiser;
2. The destination or destinations of the journey and, in the event of a split holiday, the various periods and their dates;

3. the types, characteristics and categories of transport used, departure and return dates and venues;

4. Accommodation, situation, main features and degree of comfort and tourist ranking in accordance with regulations or common standards in the host country;

5. restaurant services offered;

6. itinerary in the case of a tour;

7. visits, excursions and other services included in the package or stay;

8. the total price of the invoiced services and an indication of any review of this invoicing in accordance with the provisions of article R.211-8;

9. an indication, if appropriate, of any fees or charges relating to certain services such as landing, boarding or disembarkation charges in ports and airports, tourist taxes if these are not included in the price of the service(s) supplied;

10. the last instalment paid by the buyer may not represent less than 30 % of the overall price of the journey or holiday and must be made when documents validating the journey or holiday are handed over;

11. any particular conditions requested by the purchaser and accepted by the vendor;

12. the methods by which the purchaser may legally claim for non-execution or poor execution of the contract; claims are to be made as soon as possible, by any means enabling an acknowledgement of receipt to be received from the vendor and, as appropriate, sent in writing to the journey organiser and to the service provider concerned;

13. the last date for informing the purchaser of the cancellation of the travel or holiday by the vendor where the travel or holiday is dependent on a minimum number of participants, in accordance with the provisions of para. 7 of Article 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 about the risks covered and the amount of cover of the insurance policy covering the consequences of the vendor's professional liability;

17. the final date for informing the vendor in the event of the purchaser transferring the contract;

18. information concerning the insurance contract covering the consequences of certain cancellations taken by the purchaser (policy number and insurer name), in addition to those concerning the assistance contract covering certain individual risks, in particular repatriation costs in the event of sickness or accident; in this case, the vendor must provide the purchaser with a document listing, at the minimum, the risks covered and those excluded;

19. an undertaking to provide the purchaser with the following information at least ten days before the scheduled departure date:

a) the name, address and telephone number of the seller's local representative or failing this, the names, addresses and telephone numbers of local bodies that may be able to assist consumers, or failing this a telephone number through which the seller may be contacted without delay;

b) for minors travelling and staying abroad, an address and telephone number via which the minor and/or the person in charge of them at the location of their stay may be contacted;

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

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

Art. R.211-7 - The purchaser may transfer his contract to a transferee who fulfils the same conditions as himself in respect of taking the travel or holiday as long as the contract has not yet come into force. In the absence of more favourable specifications given to transferors, they are bound to inform the vendor of their decision by any means enabling an acknowledgement of receipt to be received seven days before the start of the journey at the latest. In the case of a cruise, that time limit is increased to two weeks. Under no circumstances shall such transfer be subject to the vendor's prior authorisation.

Art. R.211 - 8 - If the contract includes the express possibility of a price review, within the limits provided for in article L.211-12, it shall state the exact method of calculation of upward and downward price variations, and in particular the amount of transport expenses and related taxes, the currency or currencies which may have an impact on the price of the travel or holiday, the portion of the price to which the variation applies and the exchange rate of the currency or currencies used as a reference when establishing the price appearing in the contract.

Art R.211-9 – Where, before the purchaser's departure, the vendor needs to make changes to an essential element in the contract, as for

example, a significant increase in price and where the vendor is in breach of the obligation to inform set out in Article R211-4 paragraph 13, the purchaser may, without prejudice to action for compensation for loss that may be suffered and having been informed of it by the vendor by any means enabling an acknowledgement of receipt to be obtained;

- or accept the modification or the substitution trip proposed by the vendor; an amendment to the contract listing the modifications made is then signed by the parties; any reduction in the price will be deducted from any remaining sums due by the purchaser and, if the payment already made by the purchaser exceeds the price of the modified service, the remainder must be repaid before the departure date.

Art. R.211-10 - In the case set out in article L.211-14 when, before the departure of the purchaser, the vendor cancels the trip or the holiday, he must inform the purchaser by any means allowing them to obtain proof of delivery; the purchaser, without relinquishing their rights to any claims on damages to them, will obtain immediate and full reimbursement from the vendor with no penalties; in this case, the purchaser will receive compensation at least equal to that which they would have been subject to if they had cancelled the trip on this date. The provisions of this article shall not impede the conclusion of an amicable agreement whereby the purchaser accepts a replacement trip or holiday offered by the vendor.

Art. R.211-11 - If, after the purchaser's departure, the vendor is unable to provide a preponderant part of the services provided in the contract, representing a not insignificant percentage of the price paid by the purchaser, the vendor must immediately take the following action without prejudice to any claim for reparation of any loss suffered:

- either offer services to replace the initial services, bearing any additional cost and, if the services accepted by the purchaser are of inferior quality, the vendor must refund the price difference as soon as he returns;

- or offer other services to replace those initially planned, bearing any additional costs; if the services accepted by the purchaser are of a lower standard, the seller must reimburse the difference in price to the purchaser as soon as they return home; or, if he cannot offer any replacement service or if they are rejected by the purchaser on valid grounds, provide the purchaser, at no additional cost, travel tickets so that he can return to the point of departure or to another venue accepted by both parties under conditions deemed to be equivalent.

The provisions of this article are applicable in the event of non-adherence to the obligation set out in the paragraph 13 of article R.211-4.

Particular terms and conditions of sale

The company Suntrade (Daulber Travel) has been engaged by The Hotel to offer, sell and operate touristic packages including but not necessarily limited to, a transport service in more than one residence or a hotel promoted by The Hotel. As a result, these Conditions bind Suntrade to the customer who purchases a package (flight or train + accommodation + secondary services) on the Website or through the Hotel Call Center (if any).

ARTICLE 1 – REGISTRATION / BOOKING

1.1 – Registration and booking terms and conditions

All offers are subject to availability at the time we confirm your booking request. Apparent on-line availability may not always exist in real time.

The reservation definitively commits the customer. Cancellation or modify are in accordance with the conditions of article 6 below.

The client must be more than 18 years old, and have full legal capacity to make a reservation. All reservations for minors must be made by the legal representative.

All bookings must be accompanied by a payment to include:

- Deposit: a maximum of 30€ per accommodation unit reserved
- Payment of 50% deposit if your reservation is made more than 35 days before departure and 50% balance on 35th day before your departure
- Payment of 100% balance of the booked package including accommodation and transport and services as well as any optional travel insurance. If your booking is made less than 35 days before departure

When processing to your booking, please note that you may be offered a change of airport. Flights and connections are presented by the airlines, but the cost of transportation between airports is the responsibility of the client.

1.2 – Holidays availabilities

The holidays offered by Suntrade Travel are within the limits of available stocks. Stocks made available by suppliers (hotels and

airlines in particular) cannot always be confirmed in real time, and it may happen that a booked stay is finally unavailable. In this case, the buyer will be notified within 24 hours (excluding Sundays and holidays). The reservation will be cancelled, and will obtain the immediate refund of all the sums paid.

1.3 – Payment

The full price of your package and any additional services is payable immediately for bookings made within 35 days before departure.

For travel taking place more than 35 days after booking:

- you will have to pay a deposit in the amount of 50% of your stay or settle the entire trip
- payment of the remainder of the balance is due 35 days before the beginning of your travel

The full price must have been paid before **SUNTRADE** can send your travel documents (including your rental contract or accommodation voucher, joining instructions, airline tickets or confirmations).

SUNTRADE is committed to the booking once the booking confirmation has been issued. The customer is liable for all recovery costs. If you have not paid the full balance within the specified timeframe, **SUNTRADE** reserves the right to cancel the sale.

Your attention is drawn to the fact that business relating to the organisation and sale of travel and holidays for a specific date and/or period is not subject to the seven or fourteen-day "cooling-off" period which applies to other forms of long-distance selling.

1.4 – Methods of payment

For all call centre bookings:

- up to the 36th day before your stay, you can pay 50% of your booking amount by credit/debit card*

- less than 36 days before your stay, you must settle the full amount by credit/debit card according to the conditions below.

Cheques are not accepted.

For all on-line bookings: credit or debit card

NB: payment by credit/debit card is mandatory for customers living outside France.

(*) *Bank cards accepted: Visa, Eurocard / MasterCard, Carte Bleue*

1.5 – Your travel diary

Provided full payment has been received, you will receive your travel file 15 or 3 days before your departure, sent via email. Your travel file contains all the practical information required to help you get organised (itinerary, map, address) and the rental contract or accommodation voucher as well as any booked services.

ARTICLE 2 – VOYAGE A FORFAIT

2.1 – Duration of the holidays

The lengths of stays are expressed in the number of nights spent at destination (excluding any nights spent during the trip). The prices are calculated on the basis of the number of nights stayed and not the number of whole days.

The term "night" means the period during which the room is available to you, i.e. usually between 2:00pm and 12:00pm on the following day.

Arrival on the first day may be late (shortening the duration of the first night), and return on the last day may be early in the morning (shortening the duration of the last night), you will not receive any compensation, refund or reduction in the price.

2.2 – Meals

The number of meals depends on the number of nights spent at the hotel. The "All Inclusive" formula includes meals, non-alcoholic beverages, certain alcoholic beverages (usually locally produced alcoholic beverages), and the activities mentioned in the description of each service. Full board starts with the dinner of the first night and ends with the breakfast following the last night. Half board starts with the breakfast of the first night and ends with the breakfast of the last day: it includes a breakfast and a meal a day. Depending on flight schedules, a meal may be removed from the program (arrival the first day after the end of dinner service, departure the last day before breakfast service). You will not receive any compensation, refund or reduction in the price. Whether in the context of full board or half-board, beverages are not included, unless stated otherwise in the description.

Warning: depending on the country, the service providers do not always have drinking water. The costs of purchasing bottles of drinking water are then the responsibility of the customer.

2.3 – Activities

Some activities offered may present particular risks, especially for young children. Suntrade Travel cannot be held liable for any incident

or accident due to a lack of vigilance on the part of the customer. It may happen that some activities listed in the description are deleted by the local provider.

The responsibility of Suntrade Travel cannot be engaged if these activities are cancelled in case of force majeure, the unforeseeable and insurmountable fact of a third party to the service or the fact of the customer.

2.4 – Infants and children

Unless otherwise indicated, "baby" means a child up to 2 years of age and "child" means a child aged 2 to 11 years of age, for the duration of the stay. Infants under 2 years old on the date of return can benefit from special prices. They do not have a place on the plane and travel on their parents' knees. An application for a nacelle can be made to the airline company, but the latter is the sole decision-maker of its allocation according to availability. At the hotel, babies do not receive the same pension as parents. We would ask parents travelling with infants to bring with them the appropriate food for their child, as they may not be able to find it at their holiday destination. You may be asked to pay a charge, for example for provision of a cot and/or for heating baby food and drinks. Children from 2 to 11 years old on the date of return can benefit from special prices. In general, these awards are given when children stay in the same room as adults.

2.5 – Pets

Pets are accepted upon presentation of an anti-rabies certificate and a declaration of suitability for possession in the case of listed dogs, in most of our hotels, on payment of a fixed fee, the amount of which can be found by contacting the hotel concerned or consulting the website. The fee is payable at the destination. They are permitted, on a lead, in the communal sections, but are forbidden around swimming pools. Our partner hotel may not accept animals or charge different rates. Contact the hotel directly for information. Animals are not permitted in our hotels, with some exceptions (please contact us).

2.6 – Suitability for travel

It is the responsibility of the client and each trip participant to ensure that their physical and mental health is compatible with the execution of the trip.

Suntrade Travel indicates in each travel description whether the chosen hotels are suitable for people with reduced mobility. The hotels indicated as suitable are those with rooms adapted for people with reduced mobility and accessible public areas, according to local standards. Transfers between the airport and the hotel are generally adapted for people with reduced mobility, since the person does not need outside assistance (drivers are not authorized to handle the persons concerned).

2.7 – Photos et illustrations

Suntrade Travel endeavour to illustrate its offers with photos or illustrations to provide a realistic overview of the services offered. However, please note that the photos and illustrations in the description are for illustrative purposes only. They are binding only to the extent that they indicate the category or standard of such services.

ARTICLE 3 – TRANSPORTS

3.1 – Air transportation

a. Carrier and schedules

- Times/delays: you will be informed of times and routes, types of aircraft, subject to last-minute changes. **SUNTRADE** cannot be held liable for any independent events or force majeure circumstances, affecting the intensity of traffic or its punctuality. We therefore advise you not to plan any important commitments the day before departure or the day following your return.

- If, due to travel times, the first and/or last day are shortened, no reimbursement will be made.

⇒ Particular note with respect to air transport

In compliance with the terms of article 211-15 of the Tourism Code, **SUNTRADE** undertakes to notify you of the identity of the airline that will actually carry you on the flight leg(s) concerned. The main travel companies engaged are as follows:

- To Europe: Air France, Iberia, Air Europa, Vueling, EasyJet, Ryanair, TuiFly, Norwegian, British Airways, KLM, Lufthansa, Air Nostrum, TAP Air Portugal, SAS Ireland, Aer Lingus, Meridiana, Alitalia, Brussels Airlines, Aegean et Transavia...
- To the West Indies: Air France, Air Caraïbes, Corsair, XL Airways, British Airways...
- To the Indian Ocean: Air Mauritius, Corsair, Air France, Emirates, British Airways...

- To Asia: Thai Airways, Etihad Airways, Emirates, Qatar Airways, Singapore Airlines, British Airways, Cathay Pacific, KLM, Oman Air, Royal Jordanian, Sri Lankan, Turkish Airlines, Aeroflot...
- To Mexico: Air France, American Airlines, United Airlines, Air Europa, XL Airways, Iberia, Condor, Delta Airlines, Lufthansa...

SUNTRADE may also propose charter flights and undertakes to notify, at the latest 5 (five) days prior to your departure, or at the time of full payment of your booking if this is made within 5 (five) days of your departure, to confirm the identity of the actual travel company operating the flight(s) concerned.

b. Pre/Post-routing

In the case of a pre-routing, train or plane, between the Customer's departure city and the airport of departure (this example below may apply to Paris or any International Airport.)

The pre and post-routing between the city of departure and Paris can be by train or plane, depending on the airline operating international flights. Note that there might be a change of airport in certain hubs (Paris, London etc), for which the costs to transfer between airports is not included in the package and will be at the Customer's expense. Pre and post-routing itineraries are designed to minimize your waiting time.

The time and correspondence constraints may result in a transit time of up to 24hrs, for which no accommodation is planned in the Package. Should the Customer want a hotel room for the transit time, it will be at his/her expense. The actual departure of the original city of the Customer can be done the day before the indicated departure date.

Similarly, a post-routing may occur within 24 hours of arrival of the international return flight. The actual return in the of the original city of the Customer can thus be made the day following the date mentioned in the purchase order and the number of days of the total package would therefore be modified.

In all cases, the number of overnight stays on site will be respected and it is the only contractual duration to which Suntrade will commit.

Pre / post routing schedules are communicated as soon as possible and in any event at the same time as the international flight schedules.

On scheduled flights, all sections must be used otherwise the airline reserves the right to adjust the price or cancel the seats.

c. Luggage

Checked luggage and cabin luggage are usually included in the package price. Some stays may not include free checked luggage.

In this case, the information is made known to the customer prior to booking, and Suntrade Travel will quote the price of the luggage allowance.

The client has the possibility to book an optional luggage per person before processing payment. Each airline has its own policy regarding luggage. More often than not the maximum weight permitted is 15 kg on charter and low-cost flights (these airlines have an extra charge for luggage), and 20 kg on scheduled flights.

It is the customer's responsibility to read these conditions directly from the airline.

In the event of damage, late forwarding, theft or loss of luggage, you should contact the airline and declare the damage, absence or loss of your personal effects before leaving the airport, and submit a declaration, attaching the originals of the following documents: the travel ticket, the baggage check-in slip, and the declaration. It is recommended that you take out an insurance policy covering the full value of your possessions.

d. Specifics meals

Suntrade Travel sends requests directly to the company, which usually replies within 48 hours. Suntrade Travel cannot be held responsible for the non-respect of these requests and the non-acceptance of these requests by the airline. It cannot be considered as a non-respect of the contract of transport.

3.2 – Ground transportation

a. Rental cars

Rental car bookings made by Suntrade Travel from rental companies are always made on the basis of a vehicle category, not a specific model. The car rental company reserves the right to give the customer a vehicle equivalent or superior to that presented as an example. Rental rates are calculated for every 24 hours from pick-up time.

Any excess has to be paid directly on site. A deposit is usually required by the company, to pay by credit card or cash. In case of damage or theft of the vehicle, the deposit will be used for the franchise. We advise the customer to carefully study the lease contract delivered by the renter, in particular not to subscribe to redundant insurance compared to insurance already taken care of by Suntrade Travel, and specified in

the description.

b. Transfers

Transfers can be shared or private. The type of transfer reserved is indicated at the time of the booking. It is also indicated on the travel documents sent prior to departure. Unless otherwise indicated, the transfers will be shared. In case of shared transfers, the driver can drop-off clients at several hotels or residences. Drivers may not speak French, and transfers can be done without assistance.

ARTICLE 4 – ACCOMODATIONS

4.1 – Accommodation classification

The number of stars attributed to the hotel appearing in the description corresponds to a classification established as a point of reference in accordance with local standards in the host country. They may differ from UK and European standards.

We will endeavour to keep you informed as accurately as possible regarding the condition of your accommodation. The comments we make in our descriptions are from our knowledge of the establishments and the comments we have received from customers. We reserve the right, for technical reasons, in cases of force majeure or actions by third parties, to replace the planned hotel with accommodation of the same category offering equivalent services. This would only be in exceptional circumstances and in such cases, we will inform you as soon as we are aware of this necessity.

4.2 – Tourist tax

Tourist tax, collected on behalf of the local authorities, is not included in our prices. The amount is calculated per person per day and varies according to the destination. This must be paid at the Hotel.

4.3 – Check-in / Check-out

The standard is usually to have your room at 2:00pm the day of arrival, and rooms must usually be vacated before 12:00pm on the day of departure, regardless of the schedule of flights.

The imposed times for arrival at the hotel ("check-in"), and the departure of the hotel ("check-out") depend on the internal rules of each hotel. Depending on the circumstances, the hotel may return the keys earlier on the day of arrival ("early check-in") or allow the guest to return the keys later on the day of departure ("late check-out"). This advantage is not guaranteed, and it remains at the discretion of the hotelier.

4.4 – Deposit

On arrival, you may be asked for a security deposit. This will be in the form of credit card payment authorisation. This authorisation will be valid for 8 days following the end of your holiday. The deposit will be returned to you, with deductions made for any damage caused (this includes damages and/or compensation for any disturbances/damages caused in either the private or shared parts of the building), unpaid services including optional services/extras used on site (telephone, parking, etc.) and loss of the keys to the accommodation provided to you upon arrival. Further information regarding the caution is available directly from the hotel.

4.5 – Rooms types

Single rooms or cabins usually include a single bed. Planned in limited numbers, they are often subject to a surcharge. Double rooms are provided either with two beds or with a double bed. Triple and quadruple rooms are often double rooms with extra beds.

4.6 – Underage children

We draw your attention to the fact that our Hotel is not suitable for group or individual holidays for children under the age of 18 years old unless accompanied by their legal guardians. **SUNTRADE** reserves the right to refuse access to a room, suite or villa that has been reserved in ignorance of this provision, for children under the age of 18 who are not accompanied by their legal guardians and who report to the hotel reception, and to cancel the holiday with immediate effect. Under the same conditions, **SUNTRADE or the hotel** may, at any time before the start of the stay, proceed to cancel the booking, if it is discovered that the suite, villa or room is to accommodate children under the age of 18 who are not accompanied by their legal guardian.

4.7 – Kids club and day-care center

The minimum age required to participate in mini club activities varies from one hotel/residence to another. In general, the admission or not of a child in the mini-club, is at the discretion of the staff of the hotel. Depending on the age of the child, a parent is sometimes asked to supervise the child.

ARTICLE 5 – PRICES AND PAYMENTS

5.1 – Prices

Prices charged for services are based on economic data available at the time they are set. Changes to applicable taxes may lead us to change prices for the services involved. They are flexible and variable according to a number of customisable criteria such as booking date, arrival date, length of stay, type of accommodation, additional services.

5.2 – Package deals (air transportation + accommodation + services)

Our prices are valid but limited to available seats on regular or charter airlines (price is dependent on the departure date); they include all taxes (including individual taxes such as airport & security taxes or passenger charges), and include transport on regular or chartered flights (additional fees may be incurred for other departure locations), the provision of accommodation for the duration previously selected and optional services booked such as transfers between arrival airport and the hotel, meals plan but excluding: administration charges and, where due, tourist tax, optional additional services, pet charges, insurance premiums.

For transportation, you may be offered special rates depending on the terms and conditions and availabilities at the time of booking and the economic situation at that time. Changes to the economic situation compared to that at the time of publication may include the following:

- changes in the fares themselves (due to fuel prices, extra costs invoiced, etc.),
- rate supplements that will have to charge Suntrade in case of change of the price offered by the airline.

5.3 – Prices transportation reviewing

The proposed prices were determined based on the following economic data:

- Transport costs linked notably to fuel costs,
- Dues, fees for services provided, such as landing taxes, embarkation, disembarkation at ports and airports.

In the event of a variation of price relative to the above data, Suntrade reserves the right to alter its sales prices in full or partially

According to the legislation in force and for Suntrade customers already booked, no price revision will be applied less than 30 days before departure.

In the event of change to any of this data, **SUNTRADE** reserves the right to alter its sales prices, passing on all the said changes directly to its prices. In accordance with legislation in force and for **SUNTRADE** guests already booked, no changes will be made to prices less than 30 days before their departure

5.4 – Optional services

Package rates do not include any optional extra service on offer on the Website, other than those mentioned to be included in the Package.

ARTICLE 6 – MODIFICATION / CANCELLATION OF HOLIDAY

6.1 – Modification of the package deal (air transportation + accommodation + services)

In the event of modification, you must notify Suntrade by email at contact@suntradetravel.com or contact the call center at 00 33 826 105 11 (0,18€ + price of a call – extra costs may apply, please check with your phone provider). The delivery date of the notification will be treated as the modification date.

Suntrade will do everything in its power to accommodate as far as possible the client's desired change, subject to availabilities. However, please note that this type of change generates costs for **SUNTRADE**, which will vary depending on your request date.

The modification of outbound and/or return date of your transport is either impossible or will incur additional fees based on several criteria notably linked to the date on your request involves, the identity of the transporter, etc.

Changes to a package (accommodation + flights + services) incurs costs:

- 100% of total package (flight, hotel/residence and services) if your request to change is submitted less than 35 days before your departure date
- 75% of total package (flight, hotel/residence and services) if your request to change is submitted between 36 and 45 days before your departure date

- 50% of total package (flight, hotel/residence and services) if your change request is submitted between 46 and 90 days before your departure date
- 150€ if your change request is submitted more than 91 days before your departure date

In some cases, and depending on the airline, air tickets may be non-modifiable, non-refundable. In this case, the modification fees may require the re-issuance of air tickets and/or this will result in higher modification fees to those indicated above.

NB: any request for modification of the length of your holiday will be considered by SUNTRADE as partial cancellation and will be subject to the cancellation terms referred to in paragraph 6.3 below.

Any request for modification/correction concerning your identity (name, surname, first name etc...) will be subject to modification or cancellation fees. For more than 2 letters to modify on your name, surname, first name etc... The modification fees may require the re-issuance of air tickets and this will result in higher fees to those indicated above.

Specific conditions for promotional sales, events etc...:

For special operations or promotional sales (ex: Special offers, Limited Edition, etc...) all flights are non-modifiable and non-refundable.

6.2 – Assignment of the contract

In accordance with Article L211-11 of the Tourism Code, the customer has the opportunity to assign his contract as long as it has not produced any effect, and up to 7 days before departure. This must be done by informing Suntrade Travel, or the travel agency that sold the stay, by any means to obtain an acknowledgment of receipt from Suntrade Travel. A new contract will be established in the name of the new client. The charges applied will be 150 euros, in addition to the charges applied by the suppliers. Air tickets in particular are non-transferable. The assignment of the contract will result in the cancellation of the reserved ticket and the repurchase of a new fare ticket valid at the time of the transfer of the contract. The assignor and the assignee shall be jointly and severally liable for all costs, as well as the payment of the balance of the trip.

6.3 – Cancellation (total or partial) of the package deals (air transportation + accommodation + services)

In the event of cancellation, you must notify Suntrade by email at contact@suntradetravel.com or contact the call center at 00 33 826 105 11 (0,18€ + price of a call – extra costs may apply, please check with your phone provider). The delivery date of the notification will be treated as the cancellation date.

Regardless of the date of cancellation, SUNTRADE will retain any booking fees paid, and all sums paid out for insurance policies.

Cancellation of the package deals (air transportation + accommodation + services)

- 100% cancellation charge if your cancellation request is submitted 35 days prior to your arrival
- 30%*** of the total amount inclusive of taxes, excluding transport + 100% of the amount of the transport (flight and/or rail) inclusive taxes if your cancellation request is submitted between 36 to 90 days prior to your arrival
- 150€ + 100% of the amount of the transport inclusive taxes if your cancellation request is submitted more than 91 days prior to arrival

***A minimum of 150€ + 100% of the amount of the transport inclusive of taxes (Flight and/or rail)

6.4 – No show at the airport or at the departure point

If you do not show up at the airport or train station the day of departure, there will be no refund of any payments made by the customer in respect of the package sold plus the amount of any premium insurance: **100 % of the total package amount.**

Not using any additional services or pre-booked extras which have been invoiced will not give rise to any refund.

We recommend that you subscribe to one of the travel insurance packs proposed by our partner April International (see article 18 - Insurance). The premium must be paid in full when the booking is made, but after receiving the General Terms and Conditions, if you find that you already have insurance, you have 14 days to withdraw.

6.5 – No show at holiday venue

If you do not turn up at your holiday venue, we withhold the initial administration charge plus a penalty payment equal to 100% of the total cost of the accommodation.

6.6 – Early departure/early end to sports or leisure activities

Early departure or any interruption to sports or leisure activities booked with **SUNTRADE** does not entitle you to reimbursement from **SUNTRADE**. However, depending on the package available with the April International policy (see article 18) (or other travel insurance policy), depending on the cause of departure from the Residence or termination of the activity being duly proven and falling within the terms of the policy, you may benefit from reimbursement on a pro rata basis, from the date of your departure from the hotel or the day of termination of the activity. With respect to early departure, you may benefit from pro rata reimbursement of the holiday only if you have fully vacated your apartment or room.

The cost of modifying or re-issuing of return travel tickets will be entirely borne by the customer.

6.7 – Changes made to our programs

If circumstances compel us, and only in circumstances of force majeure outside our control, we may be obliged to change all or some of our programmes (total or partial closure of a Hotel or a communal facility such as a swimming pool, restaurant, etc.). In the case of holidays including transport, you will be informed of the times and routes, types of train, plane or boat which may still be subject to last minute modification. Delays are sometimes unavoidable (congestion at airports, increased air or rail traffic, strikes, bad weather, etc.) and you will be notified as quickly as possible.

ARTICLE 7 – NON-EXCHANGEABLE AND NON-REFUNDABLE HOLIDAYS, SERVICES AND OFFERS

Some of our holiday offers are marked "Non-exchangeable or/and non-refundable". For these holidays or services, the following conditions replace the conditions for cancellation and modification detailed in article 6.

7.1 – Non-exchangeable, non-refundable and non-alterable in nature

Given the preferential rates on offer from SUNTRADE, booked offers, services and/or Holidays are non-exchangeable, non-refundable and cannot be altered in any way. No requests for alterations and/or cancellations can be taken into consideration. Irrespective of the date on which a booking is cancelled, we withhold the administration charge and a penalty payment equal to 100% of the total cost of the accommodation. Failure to take up any booked or invoiced optional services will not give rise to any refund.

NB: stays which are neither "exchangeable" nor "refundable" are not eligible for cancellation insurance or for the snow/sun guarantee.

ARTICLE 8 – FORMALITIES

If the traveller was denied boarding or access to the country of destination for failure to comply with police, health or customs formalities, SUNTRADE could in no way be held responsible. The traveller alone will bear any sanction and/or fines possibly imposed and resulting from non-compliance with police regulations, health or customs, and the consequences that may result. SUNTRADE cannot be held responsible, nor refund the tickets or any expenses whatsoever. Visa and/or vaccination fees are the responsibility of the client. Warning: the regulations of some countries require a validation of the passport more than 6 months after the date of return of the trip.

We are not responsible for people who have not complied with the regulations in force:

- Minor children traveling without their parents: to go abroad, underage children must carry, in addition to a valid identity document or passport, a signed exit authorization. by the parents or the holders of the parental authority.
- Foreign nationals or holders of a travel document: you must check with the consulates of each country for any visas. The occupancy of the accommodations will depend on the flight schedules serving airports near the Hotels or Residences.

ARTICLE 8 – ESTABLISHMENT REGULATIONS

We remind you that **SUNTRADE** cannot be held liable for the loss of personal belongings left in your accommodation when you vacate them and even during your travel.

ARTICLE 9 – DAMAGES AND LOSSES

Suntrade Travel advises the customer not to bring valuables. Suntrade Travel cannot be held responsible for theft or loss of valuables that occur during the trip, whether during transport or at the hotel.

In the event of the loss of or damage to your baggage during transportation by air, before submitting any claim to our after-sales department, you must contact the airline:

- informing it of the loss or damage to your baggage before you leave the airport; and
- sending it a declaration. You must attach the originals of the following documents: the flight ticket, a declaration of loss and baggage check-in coupon.

You must also obtain a copy of the airline's procedure for notifying loss or damage to baggage and ensure you follow this in all respects including time limits for doing so. The same process has to be followed in the event of loss or damage to your luggage during your stay at the hotel or transfer.

ARTICLE 10 – INSURANCES

10.1 – General

Suntrade has partnered with April International to provide you with travel insurance. The policy takes effect:

- 1) for the "Cancellation Cover" policy, at midnight the morning after payment;
- 2) for the "Traveller Assistance" policy: as soon as the Insured has left the Travel Departure Point (a maximum of 24 hours before the departure date indicated in the Specific Conditions and not before payment of the premium);
- 3) for all other policies: at midnight on the Departure Date indicated in the Specific Conditions, and not before payment.

NB: this policy covers people with their permanent residence in Europe. This includes all Member States of the European Union, geographically located in Europe, as well as the following countries and territories: Guadeloupe, Guyana, Martinique, Mayotte, Reunion, Saint-Barthelemy, Liechtenstein, the Principalities of Monaco and Andorra, Saint-Martin, Switzerland and Vatican City. The Azores and Madeira are not covered by this definition. Claims examination procedure: April International has established a claims processing procedure for this policy. This procedure can be consulted within the General Administrative Terms and Conditions of the insurance policy, which you can download from your confirmation email or the website, under the "Insurance" section.

10.2 – Right to withdraw

You have the right to withdraw from this contract for fourteen days (calendar) from the signature date without costs or penalties if all the conditions are met, in particular:

- 1) if you can prove that you already have coverage for one of the risks covered by this new contract;
- 2) if the contract you wish to withdraw from has not been fully performed;
- 3) if you have made no claims covered by this contract. In that situation you are entitled to exercise your right to withdraw from this contract by notifying Suntrade by email at contact@suntradetravel.com or contact the call center at 00 33 826 105 11 (0,18€ + price of a call – extra costs may apply, please check with your phone provider). The date the notification is received will determine the withdrawal date.

The requests will be examined by our insurer, April International. If all the conditions are met, the insurer has a duty to refund the paid premium within thirty days of withdrawal. If you wish to withdraw from your contract but do not meet all the above conditions, check the withdrawal conditions defined in your contract.

ARTICLE 11 – CUSTOMER SERVICE

The Hotel on-site teams are at your disposal during your holiday to help you, resolve any problems and enable you to enjoy your holiday.

For all other matters, please contact our client service team at contact@suntradetravel.com. After your holiday, any claim should be made by sending an email to: quality@suntradetravel.com within 1 month of the end of your holiday. We remind you that the later you leave it to lodge a complaint, the more difficult it will be for us to handle your claim and resolve it to your advantage. In your letter, please specify the name of the person who booked the holiday, the booking number, the place and dates of your holiday and the type or room booked in order to facilitate the processing of your claim. Please also enclose all documentary evidence to enable us to process your claim as quickly as possible. We hereby inform you that following a previously unsuccessful attempt to resolve a dispute filed in writing by our Customer Relations

service, you have the possibility to request mediation by contacting the Médiateur du Tourisme et du Voyage at the following address: MTV Médiation Tourisme Voyage - BP 80 303 - 75 823 Paris Cedex 17 - <http://mtv.travel>.

ARTICLE 12 – RESPONSIBILITY

12.1 Responsabilité de Suntrade

The retailer (travel agency, reseller, etc.) and the organizer (Suntrade Travel) are responsible for the organization of the travel services provided for in the contract in accordance with article L211-16 of the Tourism Code and are required to provide assistance to the traveller if he is in difficulty, in accordance with article L211-17-1 of the Tourism Code.

Suntrade Travel cannot be held liable for damages attributable either to the traveller or to any third party outside the scope of the provision of the travel services included in the contract and is unforeseeable or unavoidable, or to exceptional and unavoidable circumstances. Suntrade Travel cannot be held liable for consequential damages.

Suntrade Travel cannot be held responsible for services purchased by the customer, whether on site or before departure, including transport services between the home and the airport (pre-routing/post-routing).

12.2 – Responsabilité des transporteurs

The consequences of accidents, incidents and/or inconveniences that may occur during the performance of air transport are governed by the provisions of the Warsaw and Montreal Conventions, the European Community Regulation No. 261/2004, local regulations governing the national transport of the countries concerned. Under no circumstances can Suntrade Travel be held responsible for replacing French or foreign carriers carrying out transfers or passenger transport.

In particular, the liability of airlines is limited in case of damage, complaint or claim of any kind, exclusively to air transport of passengers and their baggage as specified in the conditions of carriage and in accordance with the provisions of international conventions in force (Convention Warsaw 1929, Montreal Convention of May 28th of 1999) and/or community regulations.

Suntrade Travel's liability shall not be superior to that of the air carrier as resulting from the application of the above rules.

Suntrade Travel cannot be held responsible for changes to schedules or itineraries, airport changes caused by circumstances beyond its control. Under such conditions, any delay may not result in any compensation to be paid by Suntrade Travel.

The airlines are not held responsible in the case of the cancellation of a flight, delay or modification of itinerary caused by external events (strikes, technical incidents, overhead or bad weather or any causes beyond our control) and any costs that may result therefrom will not be subject to any compensation or reimbursement.

12.3 – Forces majeures

The Customer shall in no way hold Suntrade Travel liable for any delay, cancellation, material or body injury caused by any strike, nuclear incident, earthquake, acts of terrorism, civil assault, terrorist attacks, local weather conditions or by any other cause beyond the control of Suntrade Travel. More generally, the agency cannot be held responsible for fortuitous events, cases of force majeure or because of third parties.

12.4 – Liability insurance

Suntrade Travel has subscribed with HISCOX - 19 rue Louis Le Grand, 75002 Paris (mailing address, 12 quai des Queyries - CS 4177 - 33072 Bordeaux), the insurance contract n° HARCPO088741 guaranteeing its Professional Liability up to 2 000 000 €, which covers the bodily, material and immaterial damages that could be caused to the participants of the trips as a result of deficiency or failure of its services. However, Suntrade Travel can waive all or part of its responsibility by proving that the non-performance or improper performance of the contract is attributable either to the customer or to the fact, unpredictable and insurmountable, of a third party to the provision of the services provided in the contract, or a case of "force majeure".

ARTICLE 13 – RESPONSIBLE TOURISM

Suntrade Travel is committed to sustainable tourism, through the implementation of a policy more respectful of the environment, resources, heritage and local economy of the countries visited, as well as through the fight against the sexual exploitation of children in tourism. Suntrade Travel encourages each of its customers to adopt a responsible and supportive behaviour during their travels.

ARTICLE 14 – PERSONAL DATA

Your personal data is collected by Suntrade, in its role as data controller, and added to the Hotel and Suntrade database. This data is essential for managing your booking and will also be used to send you information and/or promotional offers on the products and services supplied by Suntrade and the Hotel. Concerning cold-calling, you have the right to specifically block these calls by registering yourself on the BLOCTEL list. In compliance with the terms of the "IT and Liberty" law from the 6th of January 1978, you have the right to access and modify your data, and to block any commercial prospection. You can exercise this right by writing to the hotel and to Suntrade to the following address: contact@suntradetravel.com. In order to improve the quality of our services, please note that your telephone calls with our employees may be recorded.

Suntrade is a registered DAULBER TRAVEL - Company by simplified share capital of € 66 048 - Registered office: 5 rue du BAILLIAGE - VERSAILLES (78000) RCS VERSAILLES - SIRET 524 665 882 00030 APE 7912 Z - registration in the register of travel operators - IM78100044 - VAT Number Identification: FR 95524665882; Financial guarantee: APST - 15 Avenue Carnot - PARIS (75017) RCP: HISCOX - PRC0052169 HA - 19 rue Louis le Grand 75002 Paris