

PREFACE

The following Terms of Service outline the terms of purchase for tourism packages per article L. 211-2 of the Tourism Code (hereafter referred to as “Service Deliveries”) offered by FRANCE HERITAGE TRAVEL PARIS, LLC, a company with a €7.500 capital, with its headquarters at 13 rue Ambroise Paré, PARIS (75010), entered with the Paris Trade and Company Register under the number 841 078 298 (hereafter referred to as the “Service Provider”) to The Customer (hereafter referred to as “Customer/s”) via its website <https://franceheritagetravel.com/>.

These terms were set up in pursuance of articles L. 211-1 of the Tourism Code which defines the proper practices for managing and selling trips and stays. To this effect, they complete the regular terms of service governed by articles R. 211-5 to R. 211-13 of the Tourism Code.

The present Terms of Service also aim to inform the Customer about the main characteristics of services relative to the stay, transportation, tariffs, payments methods, and agreement cancellation terms, prior to any booking. Thus, they act as a complement to preliminary information provided to the Customer before purchase, pursuant to articles L. 211-8 and R. 211-4 of the Tourism Code.

Selection and purchasing of a service are the sole responsibility incumbent to the Customer. The latter is deemed to dispose of legal capacity when making a booking on the Provider’s website: be over 18 years of age or an emancipated minor, and not be a protected person in guardianship regime. Any and all information provided by the Customer must be truthful and coherent with the booking day.

These terms supersede any other in effect, notably terms relative to alternative path of Service marketing. Besides, they come in complement to regular or specific terms of service peculiar to each intermediary Service Providers (hotels, restaurant, museums, land transportation, and so on...)

These terms are always available on the website and outweigh, if need be, any alternative version or document with contradictory content. They can be subject to ulterior modifications. However, the version applicable to the purchase will be the one in effect on the website at the date of the purchase.

The Customer hereby expressly certifies having read and understood these terms, any descriptions and more specific cancellation policies pertaining to products selected on the

website or set up by the Provider, by checking the dedicated box before starting its online order process on <https://franceheritagetravel.com/>.

The Service Provider contact details are the following:

FRANCE HERITAGE TRAVEL PARIS, LLC

Net income of €7,500

Postal address: 13 rue Ambroise Paré – 75010 PARIS

Business phone: +33 (0) 6 07 01 26 75

E-mail: p.pichon@franceheritagetravel.fr

Registration Number: 841 078 298

Place of incorporation: PARIS, France

ATOOUT registration number: IM 075 18 0094

Guarantee Fund: Holder of a financial guarantee issued by the Professional Association for Solidarity in Tourism APST, 15 avenue Carnot - 75017 Paris.

Liability insurance: Contract n° RCAPST/262945 taken out with the Company HISCOX France, 38 Avenue de l'Opéra - 75002 PARIS

Without any indication to the contrary, data recorded on the Service Provider's computer system act as a proof of all transactions entered by the Service Provider and the Customer. Pursuant with the Data Protection Act of January 6, 1978, the Customer has a right of access, rectification, and opposition to all of his personal data at any time, by writing a mail joined with a proof of identification to the following address:

FRANCE HERITAGE TRAVEL PARIS
13 rue Ambroise Paré - 75010 PARIS

E-mail: p.pichon@franceheritagetravel.fr

1. Definitions

- **Customer:** any traveler as defined in the Tourism Code, i.e., a natural or legal person who agrees to the contract terms and to whom the services are delivered by the Provider;
- **Service provider:** FRANCE HERITAGE TRAVEL PARIS, LLC;
- **Services:** any and all packages offered on the website by the Service Provider to the Customer, detailed in clear, readable and intelligible terms, and meeting the criteria of tourism packages as

outlined in the Tourism Code (a service combining at least two different types of travel services such as transportation, accommodation, vehicle rental or any other tourism service exceeding 24 hours or includes/boasts an overnight stay);

- **Order/booking:** any final purchase of a Service by the Customer via the Service Provider's website;
- **Travel agreement:** sustainable medium on which the full description of the purchased services is detailed in clear, readable and intelligible terms with a fixed price;
- **Description of the package:** document made available on the website, sent by e-mail, and acting as preliminary informative piece pursuant to articles L. 211-8 and R. 211-4 of the Tourism Code;
- **Website:** Provider's website: <https://franceheritagetravel.com/>

2. Services characteristics

The Service Provider offers the Customer tourism packages in the form of academic, linguistic, cultural and gastronomic stays and therefore acts as a reception agency:

- **"Academic & cultural trips" packages:** travel packages for foreign college and high school students centering around discovery of France and its culture, set up with teachers' advisement;
- **"Linguistic & cultural internships" packages:** intensive internship packages for foreign registered college students. Includes a circuit of cultural discoveries in Paris coupled with comprehensive classes carried out by a French-language teaching campus;
- **"Cultural & gastronomic tours" packages:** packages to discover regions or themes through cultural and gastronomic stays in France.

All of the trips are designed for groups. The final price and terms of a trip will be subject to changes when the final number of participants is known. The Service Provider reserves the right to cancel the trip if the final number of participants do not reach the required threshold. In any such instance, an alternative Service, refund or a credit note must be offered to the Customer, at the Service Provider's discretion.

The content of the Services is displayed on the Service Provider's website, which is regularly updated. The detailed package for each available Service is posted online, at a time varying between 9 and 12 months before the start of the stay.

Only “**Academic and cultural school trips**” packages may be subject to adjustments based on teachers' requests, directly to the Service Provider or via the specialized intermediary travel agency.

Each available package is exhaustively detailed on a dedicated page, on the Service Provider's website. That is to say, the Service Provider indicates which elements are included or not in the price of a given stay, as well as its duration (in number of days and nights).

The Service Provider thus proposes Services in the form of “packages,” notably:

- **Lodging in hotels, youth hostels or host families:**

- Academic tours: Youth hostels, Hotels
- Student internship: Youth hostels + stay with host family
- Cultural and gastronomic stays: 3 to 5-star hotel

Classification of the hotel: The star rating attributed to the accommodation or its categorization in the description corresponds to the French classification. The Service Provider will make sure to inform the Customer of the lodging terms with utmost precision.

Check-in and check-out the accommodations: It is customary to check into hotel rooms starting from 2 p.m. on the day of arrival and check out before noon on the day of departure. Under no circumstances may the Service Provider derogate from this rule. Any room checked in before 2 p.m. or returned after noon may result in the hotelier billing the occupant an additional night.

Single rooms: Equipped with a single bed. They are limited in number. Please note that booking a single room—which can, at times, be less spacious and less comfortable than the other rooms—will require additional fees.

Double rooms: Usually equipped with twin beds or one double-sized bed.

Triple and quadruple occupancy rooms: These rooms generally come one or two ancillary beds, often foldable, in a double occupancy room.

- **Meals in restaurants or youth hostels:**

- Academic tours: half board in effect in youth hostels
- Student internship: full board in effect in French-teaching accommodations (host families) plus welcoming and farewell meals
- Cultural and gastronomic stays: half board in effect by 3 to 5-star hotels.

The number of meals will be specified on the estimate; if meals are included in the Service, their number depends on the stay's number of nights.

The “half-board” designation refers to a Service that couples accommodation and meals (breakfasts and dinners or lunches in some cases), not including drinks: the Service starts with breakfast on the second morning of the stay and ends with breakfast on the next morning of the last night.

- **Outings to museums or other cultural/artistic sites included in the package;**
- **Public transportation in France** (coach, plane, city bus, train, etc.) for academic tours, linguistic and cultural internships, and cultural and gastronomic tours;
- **Customer support throughout the duration of the stay:**
 - Academic tours: No support during the stay
 - Student internship: Support during the stay in Paris
 - Cultural and gastronomic stays: Support throughout the stay

Note that the aforementioned details pertaining to Services are in no way comprehensive; therefore, the Customer must refer primarily to the information displayed on the Service Provider's website for each package.

For any and all Services included in the package, the Service Provider is the sole decision maker with regard to bookings involving intermediary parties of its choosing, i.e., hotels, youth hostels, restaurants, museums, public transportation services, etc.

It is expressly agreed upon that the Service Provider does not cover the travel expenses such as plane tickets—neither for the outward trip nor the return trip from the France, which remains at the exclusive expense of the Customer. The same applies to the Customer's personal expenses incurred on site during the stay, as well as travel insurance expenses, administrative and health-related expenses which it decides on taking.

3. Booking process

3.1. Contact and online registration

Each course is featured on the website in a comprehensive detail.

The Customer contacts the Service Provider by filling out an online registration or reservation form, i.e. “Contact us” or “Book an accommodation” in which it provides its:

- First and last names;
- Date of birth;
- Country of residence;
- Postal address;
- E-mail address;
- A text of its choosing to inform the Service Provider of the selected package.

3.2. Online package reservation

The Customer selects the package of his choosing on the website and checks the briefing of its order.

After accepting the Terms of service by checking the dedicated box and validating the order, an e-mail that recapitulates the details of the chosen package and contains the Customer’s contact details is sent to the Service Provider.

3.3. Setting the travel agreement

Upon receipt of this information, the Service Provider sends the Customer:

- The travel agreement on a sustainable format which summarizes all the essential characteristics of the Services relating to the chosen package, in clear and intelligible terms with a fixed price;
- A quote for the total amount due;
- The payment schedule;

Regardless of which package is selected by the Customer, these documents must be sent by the Service Provider.

Although the content of the “**Academic and cultural trips**” packages is agreed upon between teachers and the Service Provider or via a specialized agency, this written document must still be sent for the purposes of complying with the legal provisions in effect.

3.4. Returning the travel agreement signed by the Customer

The travel agreement is returned to the Service Provider, digitally or hand-signed by the Customer to confirm its consent and start the agreement.

To this effect, the Customer accepts the use of digital format as a method of conducting the Service agreement pursuant with the provisions of article 1369-8 of the Civil Code.

The Customer does not benefit from the right of withdrawal referred to in Article L. 121-21 of the French Consumer Code.

3.5. Online payment of the first deposit

The Customer is then invited to proceed with the payment of the first deposit according to the terms of the payment schedule (see “5. *Payment*”).

Upon sending the digitally or hand-signed travel agreement to the Service Provider, the Customer is legally bound to settle the Services’ price in full.

4. Price

The price of each package displayed on the website is indicated in euros (€) including all taxes, considering that the VAT/excluding taxes breakdown will not appear on the estimate nor the invoice which will be sent to foreign Customers.

The total amount indicated is flat rate and pertains to the full duration of the stay, per person and all taxes included.

4.1. Price breakdown

The travel agreement expressly indicates which elements are included within the purchased Services’ price. The total amount indicated is flat rate and pertains to the full duration of the stay,

per person and all taxes included. Changes to the final amount will be made depending on the final number of participants.

The Services' price is calculated based on costs for which the Service Provider is liable to intermediaries (hotels, youth hostels, restaurants, museums, public transport services) depending on the content of the Services.

Elements included in the price:

- Packages' price in number of nights;
- French public transportation (bus, plane, coach, train, etc.);
- Lodging costs;
- Visits and outings outlined in the travel agreement;
- Meals included in the package and outlined for in the travel agreement.

The price does not include:

- Round-trip plane tickets (for outward and return trips, to and from France);
- Visa and passports fees;
- Luggage insurance or travel insurance, cancellation or assistance;
- Drinks;
- Personal expenses incurred on site;
- Tips and various gratuities;
- Excess baggage charges;
- Costs of administrative and health formalities;
- More broadly, anything that is not outlined in the travel agreement.

4.2. Price changes

Pursuant to articles L.211-12, R. 211-8 and R. 211-9 of the Tourism Code, the Service Provider may modify the price of its Services, both increasingly or decreasingly, in order to consider the following variables:

- **Transportation costs**, particularly relating to fuel and other sources of energy, various taxes, and compulsory charges on travel Services imposed by third parties indirectly involved in fulfilling the agreement: tourism, landing, boarding, disembarkation in ports and airports. Changes in transportation costs and the various related taxes will be reflected, solely, in proportion to their part in the trip's price, set at the time of booking;

- **The exchange rate** relative to the agreement when the Services are partially invoiced to the Service Provider in a foreign currency. These changes will be reflected, solely, in proportion to their part in the trip's price.

In the event that the aforementioned provisions constrain the Service Provider to modify the initially stipulated price, the Customer will receive information—in a clear, intelligible manner and in a sustainable format, at the latest 20 days prior to the start of the stay—relating to the following:

- The proposed increase, the calculation method, and the resulting price;
- A choice between cancelling the agreement, claiming a refund of the sums paid without penalty within 14 days, or accepting the alternative Service proposed by the Service Provider.

The price of the packages as indicated on the website constitutes the offer of initial Services proposed by the Provider.

4.3. Addition of auxiliary Services at the Customer's request

In the event that the Customer wishes to add or modify the content of these Services, it will have to assume additional costs relative to its request after the latter is greenlighted in a writing by the Service Provider. This potential increase will be added to the initial price agreed upon and to a sustainably formatted summary of the modified Service. Obtaining consent for this new offer will be made in accordance with the terms set out in Article 2.

4.4. Ridiculous price

If, as a result of a material error, the price displayed on the website is noticeably derisory or unreasonably low compared to the objective value of the Service provided, the Service Provider may cancel the reservation file without charge or penalty fees.

The Customer may make a new reservation depending on available time slots and on the corrected Services price grid.

5. Payment

5.1. Payment schedule

The Customer must settle the price agreed upon with the Service Provider starting from the signing of the aforementioned travel agreement and according to following payment schedule, which is displayed on the Service Provider's website:

- **Upon receipt of the payment schedule:** 1st deposit of 20% of the Service's full price, including tax;
- **FIVE (5) months before the start of the stay:** 2nd deposit of 30% of Service's full price, including tax;
- **THREE (3) months before the start of the stay:** 3rd and last payment of the balance, i.e. 50% of the Service's full price, including tax.

5.2. Payment terms

The Customer settles the Service's price on the Service Provider's website via bank card or bank transfer. To this end, it indicates on the payment-dedicated webpage:

- The quote number that will have been provided to it via the payment schedule and the package details document;
- The amount of the corresponding payment, according to the payment schedule deadlines.

Upon validating its purchase order, the Customer guarantees to the Service Provider that it is in regulatory standing with regard to the payment card issuer. The Customer's consent to the disclosure of its bank card number implies consent to the payment in full of its order.

In the event that payments are found to be irregular, incomplete, or non-existent for any reason whatsoever, or that the Services are not settled within the time limit provided, the delivery of Services and travel documents will be suspended and the costs incurred will be incumbent to the buyer.

Payments made by the Customer will only be considered final after actual receipt by the Service Provider of the sums due. The obligation of Service delivery by the Service Provider only becomes final after the payment of the Service is made in full by the Customer.

Any default or rejection of payment may result in the cancellation of the booking order due to the Customer.

Disclosure of a card number prior to the payment center approval does not construe a discharge of payment.

Rejection or cancellation fees for default of payment or irregular payment remain liable to the Customer, as does any increase in price incurred during the process of settling the issue.

5.3. Foreign currencies and exchange rates

When payment is made in a foreign currency, the Customer must take all measures to prevent the exchange rate fees from impacting the amount due to the Service Provider. The Customer must, if necessary, contact the issuer of his card or his bank to guarantee to the Service Provider that the amount paid, after conversion into euros, will correspond exactly to the price indicated on the payment schedule and the invoice.

If exchange rate fees, bank commission fees, or any other costs relative to the conversion were to incur, the Customer will be the sole bearer of these costs according to the “OUR” transaction model.

The Service Provider reserves the right to raise any and all claims before the Customer in the context of obtaining the full amount due, in euros which corresponds to the exact amount invoiced.

5.4. Billing

An invoice is drawn up by the Service Provider and sent to the Customer by e-mail following the settlement of the first deposit.

5.5. Price modification

The Service Provider reserves the right to modify the prices displayed on the website at any time, without these modifications having any effect whatsoever on already-validated bookings.

5.6. Refunds

Any and all refunds will be made via the same method of payment used by the Customer to settle the booking, with its preliminary agreement and unless otherwise specified.

Refunds amounts may be truncated by contractual cancellation fees.

6. Amendments to the travel agreement

6.1. Modification request by the Customer

Any modification request issued by the Customer during the stay may not result in a refund of the Services (arranged meals unconsumed, non-attendance to a scheduled visit, curtailment of the stay for personal reasons, etc.) nor to the assumption of any additional costs relating thereto by the Service Provider.

Any addition of an auxiliary Service ought to be made with the preliminary consent of the Service Provider and prior to the date of departure. All costs and additional charges incurred will be the Customer's sole responsibility. If the payment of additional costs and fees is not settled, the Service Provider will not be able to process the requested changes.

If the modification relates to the date of departure and/or return, additional costs at the exclusive expense of the Customer may ensue.

6.2. Unforeseen event

In the event that an intermediary party or the Service Provider itself is constrained to modify an essential element of the travel agreement prior to the start of the stay and due to an unforeseen event—as defined in article L. 211-14 of the Tourism Code—the Service Provider must inform the Customer by mail or e-mail. The Service Provider will then have to propose an alternative to the Service, such as postponement or a replacement trip.

6.3. Minimum number of participants

In the event that the minimum number of participants required for a circuit, a training course, or a trip is not reached, the Service Provider shall inform the Customer at least 60 days prior to the date of departure. Then the Customer will be provided with an alternative service in the amount in effect, credit notes equivalent to the paid amount, or a full refund, within 14 days from the date of payment cancellation.

7. Cancellations

7.1. Cancellation request by the Customer

Any cancellation request issued by the Customer must be sent in writing to the Service Provider, in a recorded letter to the head office, or by e-mail to the following address: p.pichon@franceheritagetravel.fr.

The effective date will be the date of receipt of the letter or e-mail by the Service Provider. Cancellation fees are calculated based on the full amount of the trip booking:

- **More than 91 days before departure:** 20% of the stay's price;
- **From 90 to 61 days before departure:** 40% of the stay's price;
- **From 60 to 31 days before departure:** 60% of the stay's price;
- **Less than 31 days before departure:** 95% of the stay's price;
- **Non-attendance on departure day:** 100% of the stay's price.

Cancellation fees are incurred towards the Service Provider upon receipt of a cancellation request and are subject to invoicing via mail or e-mail. Upon receipt of said invoice, the Customer has 30 days to settle the cancellation fees in full by credit card or bank transfer, directly on the Service Provider's website.

Upon receiving the cancellation fees, the Service Provider will refund the amounts paid within 14 days.

7.2. Cancellation Request by the Service Provider

When the Service Provider is constrained to cancel a package due to exceptional and unavoidable circumstances, he must inform the Customer of the agreement cancellation by mail or e-mail as soon as possible.

Exceptional and unavoidable circumstances are defined as events beyond the control of the party invoking them, which consequences cannot be avoided—even when all reasonable measures have been taken—and which prevents the Customer, the Provider or a relevant intermediary party from performing all or part of the agreed upon Service (health crisis, pandemic, insurrection, attacks, riot and any prohibition issued by government or public authorities, weather conditions such as cyclones, earthquake, tsunami, tornadoes, cloud, sand wind, geographical, health and policies of the host country).

Pursuant to the provisions of article L. 211-14 of the Tourism Code, the Service Provider must refund in full the amounts paid by the Customer but is not, however, liable for any compensation charges for the damage suffered by the latter as the result of a cancellation.

8. Liability

The Service Provider is fully and legally bound to provide the traveler with proper Service delivery per the travel agreement, whether these services are to be performed by itself or by third-party providers, without prejudging its right of recourse against the latter.

However, the Service Provider may exonerate itself from all, or part of its liability, by submitting proof that failure to deliver the Services agreed upon in the agreement is attributable, either to the Customer or to a third party, and constitute an unforeseeable or unavoidable instance, or comes within the characterization of “exceptional and unavoidable circumstances” per article L.211-16 of the Tourism Code.

In the event that its full liability is invoked with regard to its Service Providers per the aforementioned article, compensation charges limits resulting from international agreements pursuant to article L. 211-17 of the Tourism Code will apply.

Per article L. 211-17-1 of the aforementioned Code, claims with regard to the Service Provider’s liability or its intermediaries are invocable for two years.

The Provider may not be held liable for any non-compliance of Services purchased at the initiative of the traveler and outside of the agreement.

The Service Provider’s liability may not be invoked in instances such as theft that may take place within the accommodations, museums, restaurants or other settings included in the package during the trip.

Valuable items and money must be deposited in the safe of hotels or youth hostels if provided, or kept by the Customer itself under its own supervision.

The Service Provider cannot be held responsible for items or clothing damaged, lost or forgotten during a trip.

9. Administrative and health formalities

The Service Provider asks that travelers remember they must make arrangements with regard to police and health regulations in force in France, as well as all administrative formalities. The Customer must take out insurance at his personal expenses in order to cover all expenses that may be linked to acts of vandalism, accident, medical repatriation, illness contracted on site, etc. The Customer must provide information relating to the subscription of a contract for insurance to the Service Provider prior to the closure of the agreement. More specifically, the responsibility to relay information relating to formalities to each registered participant of the trip is incumbent to the signatory person.

Foreign nationals must contact their consular authority out of their own responsibility. In the event that participants to the trip are underage, their legal representatives are to comply with the instructions relating to them. Family records do not act as identity documents. All underage participants must carry their own photo identification papers. Underage participants without a chaperone are not eligible to trips sold by the Service Provider.

Under no circumstances may the Service Provider act as a substitute of travelers' individual accountability, the latter remain sole responsible for reviewing and obtaining all necessary documents prior to the departure and throughout the duration of the trip.

10. Travel agreement reassignment

Pursuant to the provisions of article L. 211-11 of the Tourism Code, the traveler may concede its travel agreement to a person satisfying all the criteria applicable to it, within a reasonably timed notice to the Service Provider and in a sustainable format, before the start of the trip or stay.

The assignor of the agreement and the assignee are jointly liable for the settlement of the price, charges, and fees or other costs incurred as a result of this reassignment. The organizer or retailer informs the assignor of the actual costs of the reassignment. These costs are not unreasonable and do not exceed the actual cost bore by the Service Provider as a result of the agreement reassignment.

Given that “**Academic and cultural trips**” packages are peculiar in their organization (designed for a specific secondary/high school class), they may not be subjected to such transfer, except in the instance of one participant, expected to take part in the trip, conceding its agreement to another student of the same group.

11. IT and freedoms

Pursuant to 2016, April 27th's provisions (EU) which relates to the protection of the natural person when it comes to personal data—namely the GDPR—it is reminded that the personal data requested from the Customer is necessary to the processing of its Service order and the issuing of invoices, notably. This data may be disclosed to any partners of the Service Provider in charge of providing, processing, managing and settling payment of said orders.

In accordance with national and European regulations in force, the Customer enjoys a permanent right of access, modification, rectification and opposition with regard to data pertaining to it.

This right can be exercised under the terms and according to the modalities defined in the preamble hereof.

12. Intellectual property

The content on the <https://franceheritagetravel.com/> website is under the ownership of the Service Provider and its partners. It is protected under French and international laws relative to intellectual property.

Any and all duplication, partial or total, of this content, is strictly forbidden and can be construed as a forgery offence.

Furthermore, the Service Provider retains ownership of all intellectual property rights over pictures, presentations, studies, drawings, models, etc. created (regardless of user's request) for the purpose of service delivery.

The user or any competitor is, therefore, forbidden to copy or exploit the aforementioned study, drawings, logos and models, programs, texts, etc., without a preliminary, written, and explicit authorization from the service provider. This authorization can be granted under the condition of a financial compensation.

13. Applicable law - Language

These Terms of Service and the activities which fall under their remit are governed and subjected to French law.

These Terms of Services are written in French. In the event that they are translated into one or more foreign languages, only the French text will prevail in the settling of a dispute.

14. Disputes

All disputes which may arise from the purchase and sale transactions concluded in compliance with these Terms of Service with regard to validity, interpretation, execution, cancellation, consequences, outcomes, and unresolvable between the Service Provider and the Customer, will be filed to the competent courts under the conditions of the common law.

15. Technical information - Site accessibility

The website <https://franceheritagetrip.com/> is accessible 24/7, except in cases of force majeure, IT issues, structural issues of the communication networks, technical issues, momentary interruption for maintenance purposes.