



# 360° TRAVEL

## SURF

## Special conditions of sale

It is expressly stated in the law number 92.645 of July 13, 1992, in article 96, that the information contained in the brochure may be subject to certain changes. These will be brought to the attention of the client before the contract is signed.

### ART 1 - PRICES

The prices appearing in our documentation (brochures, websites) have been established on the basis of information known on October 27, 2022. They must be confirmed upon registration. Our prices are calculated as a package including a set of services described in our registration forms. They are based on a number of nights and do not necessarily correspond to a specific number of full days. If, due to airline schedules, the first and last day (or night) are shortened by a late arrival or an early departure, no refund will be made.

Prices include :

- Transportation from the airport or the city indicated (except for resort/resort stays), - Assistance and repatriation insurance from the insurance company, as described in article 12 of these special conditions,
- The stay according to the chosen formula (accommodation only, with breakfasts, half board or full board. With or without kitesurf or surf equipment rental. With or without courses or lessons. With or without airport transfers.

Prices do not include: - Drinks with meals, personal expenses, optional excursions, meals at ports of call, - Visa fees or tourist taxes claimed directly from passengers at the entrance or exit of the visited country.

- The file fees of 20€ for the stays in France, 30€ for the stays in Europe and Maghreb, 40€ for the long distance stays. A handling fee of 80€ will be applied for group and à la carte packages.

Price revision clause :

Our prices have been determined according to the economic data known at the time of calculation of the rates.

- Air transportation costs linked to the price of fuel and the Euro / USD exchange rate.
- Fees and taxes related to services such as landing, overflight, embarkation and disembarkation taxes in ports or airports.
- Exchange rate applied to the trip or stay concerned.

In the event of a significant change in any of these data, we reserve the right to modify our selling prices.

In this case, the variation in the amount of taxes and fees will be fully reflected in our prices.

The variation of the exchange rate of the concerned currency will only apply if it exceeds plus or minus 5 % of the USD rate mentioned below. This variation will be applied as follows for land services: on the basis of the total price of the additional week(s).

Air fares are linked to the evolution of the US dollar, regardless of the destinations served. We will apply the increases imposed by the airlines at their real value.

The USD rate used to calculate fares is 1 USD = 1.08 € for the summer of 2022.

Ground fares for the following destinations are also linked to the evolution of the Euro / USD exchange rate: Costa Rica, Brazil, California, Madagascar, Australia, Indonesia and Japan.

Additional flights: On certain dates, we may offer flights or booking classes in addition to those listed in our rates. An additional fee may be confirmed at the time of registration.

## **ART 2 - RESERVATION, DEPOSIT AND PAYMENT OF THE BALANCE**

The registration to one of the trips or stays presented on our website implies the acceptance of the general conditions of sale governing the relations between the travel agencies and their customers in application of the tourism code in accordance with article R211-14 of the tourism code. It also implies acceptance of the special conditions.

Any reservation must be made in writing: mail, fax, E-mail but is taken into account only after the signature of the sales contract countersigned in duplicate by the customer and by 360° SURF TRAVEL.

To be valid, the registration must be accompanied by a deposit of 20% minimum of the total amount of the trip. The reception of this deposit does not imply the acceptance of the reservation by 360° Surf Travel, this one will be confirmed in the measure of the available places. In case of acceptance, the balance of the trip must be paid imperatively 30 days before the departure date. The customer who has not paid the balance on the agreed date is considered to have cancelled his trip and will have to pay the corresponding penalties. If the registration is made less than one month before departure, it must be accompanied by full payment of the trip.

## **ART 3 - MODIFICATIONS BY THE CLIENT BEFORE DEPARTURE**

Any modification of the file before the departure will entail the following fees : 30 € per person more than one month before the departure.

50 € per person less than one month before departure, on the express condition that these modifications are authorized. If the requested modifications are not allowed by the service providers (airlines, hoteliers...), they may lead to the application of the cancellation conditions of article 4 below. The modification fees are never refundable by 360° Surf Travel or by the insurance.

The express shipping costs related to a change in the file because of the customer are always re-billed in addition (chronopost, special carrier ...).

## **ART 4 - CANCELLATION FEES**

You must inform us of your decision to cancel by registered mail and the date of receipt of this letter will determine the date of your cancellation. The cancellation, whatever its date, does not exempt from the full payment of the amounts due. The refund procedure can only be carried out under this condition.

In case of cancellation by the customer, the refund of the sums will intervene after deduction of the cancellation fees below, according to the date of departure (except additional mention on the sales contract)

## **CANCELLATION PENALTIES**

More than 60 days before departure	Booking fees + optional insurance + 100% transport
Between 60 days and 30 days before departure	50% of the stay + 100% transport
Less than 30 days before departure	100% of the stay + 100% transport

Following a cancellation, the registration fee as well as the insurance subscription fee are not refundable.

Failure to register No refund will be made if the client does not show up at the time and place of the meeting.

Similarly, if the client cannot present the police or health documents required for the trip (passport, identity card, visas, vaccination certificates, etc.).

Special cases: Services with special conditions: Special conditions for air and train tickets: No tickets can be

cancelled or modified without charge. A cancellation fee equal to 100% of the ticket price may be charged, regardless of the date of cancellation.

Similarly, some providers with high demand or low capacity may apply different cancellation fees than those stated. These will be indicated on your registration form.

Low cost booking: By booking a trip with a low cost company (low cost)

You accept the conditions of sale imposed by these companies which are

- no assistance from the LOW COST company in case of cancelled flights: no solution will be proposed by a low cost company. The customer commits himself to buy a new ticket (at the customer's expense) with another company in order not to lose his entire trip.

- The low cost company can modify its schedules and cancel its flights at any time.

- In case of flight cancellation, 360°Surf Travel will not be held responsible. We will assist the customer to find a solution but 360°Surf Travel will not take in charge the repurchase of new transport tickets

- Following the crisis covid, the low cost companies do not refund the cancelled tickets. They issue credit notes. At the end of the validity of these credits, there is no refund. 360°Surf Travel will not be able to set up an after sales service with low cost companies. Only the customer will be able to open a file directly on the website of this one if he wishes it.

## **ART 5 - AFTER SALES**

- Complaints : To be taken into account, they must be sent to the headquarters of 360 ° Surf Travel by mail RAR within 15 days after the date of return with all supporting documents.

- Disputes: Any dispute arising from the above conditions is the responsibility of the Commercial Court of Toulon, only French law is applicable.

## **ART 6 - TRANSFER OF CONTRACT**

The assignor(s) must imperatively inform 360° Surf Travel of the transfer by mail with RAR at the latest 7 days before the beginning of the trip, indicating precisely the name(s) and address(es) of the assignee(s) and the participants.

In case of transfer of the contract by the customer to a transferee, the conditions of modification as described in Article 3 apply.

## **ART 7 - MODIFICATION OR CANCELLATION BY THE ORGANIZER**

- A modification of the elements of the contract by 360° Surf Travel can intervene, if events external to our will impose themselves. We will inform our clients as soon as possible.

- 360° Surf Travel may cancel a departure due to special conditions such as force majeure, social events, strikes, bad weather, traveler safety. In these cases, participants will not be entitled to any compensation.

- If 360° Surf Travel is obliged to cancel a departure, due to insufficient number of participants, the decision will be made and customers informed no later than 21 days before departure.

## **ART 8 - AIR TRANSPORTATION**

- Carrier liability: The contract between air carriers and their customers is governed by the Montreal International Convention and is reproduced on airline tickets (except for charters). Here is an excerpt from its art. 9: "The carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. The times indicated on the schedules are not guaranteed and are not part of this contract. Carrier may, without notice, substitute other carriers, use other aircraft. Carrier may change or cancel scheduled stopovers if necessary. Schedules are subject to change without notice. The carrier assumes no responsibility for connections. We can only submit to this international convention. If the airline changes the flight schedule, we cannot be held responsible. The same applies in case of change of airport of departure or arrival (eg. Orly / Roissy), the resulting costs would remain at your expense. 360° Surf Travel does not pay any compensation for this.

- Special conditions for special charter flights or "charters": The charterers of charter flights reserve the right to change the type of aircraft depending on the filling, to group on the same city of departure several other cities by routing customers by land at their convenience, to change the flight schedules and even the airports of departure and return. 360° Surf Travel can not be held responsible for any of these changes that can not give rise to any

refund or compensation. In addition, due to the intensity of air traffic, and following events beyond the control of 360° Surf Travel (strikes, technical incidents ...), delays may occur. In accordance with international conventions, connections are not guaranteed, whether the pre or post routing is, or is not, issued on the same ticket.

- Transparency Decree In accordance with Decree n°2006-315 of March 17, 2006, the customer is informed of the identity of the contractual or de facto carrier(s) likely to operate the purchased flight. The seller will inform the customer of the identity of the actual airline that will operate the flight(s). In the event of a change of carrier, the customer will be informed by the contracting carrier or by the tour operator, by any appropriate means, as soon as he/she becomes aware of it.

- In accordance with Article 9 of European Regulation 2111/2005 of 14 December 2005, the list of airlines banned from operating in the European Community can be consulted in agencies and on the following website Link to the website of the European Commission / DG Transport : [http://europa.eu.int/comm/transport/air/safety/flywell\\_fr.htm](http://europa.eu.int/comm/transport/air/safety/flywell_fr.htm) - Taxes : Air taxes and compulsory taxes are applicable to all our programs. The amount of these taxes may vary without notice after printing this catalog or updating the site. These taxes are included in the price of our trips.

Some fuel or security surcharges will be billed in addition to the price when the companies' tariffs are readjusted during the year, and/or others will be payable locally. New mandatory airport taxes may come into effect. We will inform you of these new taxes at the time of booking, within the limits of our information. They will be due in all cases.

## **ART 9 - RESPONSIBILITY DURING THE SPORT**

-360° Surf Travel does not have the material means to verify the level of practice of its customers.

-In the case of equipment rental without pre-booking a course or lesson, the client implicitly acknowledges that he/she has sufficient technical competence to use the equipment rented. As soon as the equipment is taken into account, the client is under his sole responsibility, with regard to third parties and the equipment entrusted to him.

-In the case of default or failure of the activity center only the professional liability of it, may be engaged, in no case that of 360° Surf Travel.

360° Surf Travel can not be held liable for any reason whatsoever in the case of a dispute arising between the customer and the activity center about breakage, loss or theft of equipment.

-360° Surf Travel draws the attention of its clients to the necessity to be properly insured for civil liability abroad, for the practice of sports activities.

## **ART 10 - ADMINISTRATIVE AND HEALTH FORMALITIES**

-Surf Travel cannot substitute for the individual responsibility of each traveler who must comply with police, customs and health regulations and formalities at all times during the trip. The information on this subject in the brochures or website are given as an indication and do not engage our responsibility. They concern only French citizens. For non-French citizens, consult the competent authorities (consulate, embassy). It is the client's responsibility to check the validity of their documents and vaccinations.

On the health risks of the country of your trip, we invite you to regularly consult the information disseminated by the competent authorities and to follow the recommendations and health measures to fight against these risks, accessible on the sites [www.sante-sports.gouv.fr](http://www.sante-sports.gouv.fr) (French Ministry), [www.who.int/fr/](http://www.who.int/fr/) (World Health Organization).

-For some destinations, 360° Surf Travel takes care of the visa procedures, however we are not responsible in case of refusal to obtain them.

Warning: administrative and health formalities are subject to change without notice. We strongly advise you to regularly consult the files of the Ministry of Foreign Affairs relating to your trip on [www.diplomatie.fr/voyageurs](http://www.diplomatie.fr/voyageurs) Unaccompanied minors can not register with 360° Surf Travel for a trip abroad. Consequently 360° Surf Travel can not be held responsible for any problem in the event that a minor has registered (or would have been registered) without indicating his age.

## **Art 11 - OPTIONAL INSURANCES**

-360° Surf Travel offers several optional insurance contracts, for your safety, we strongly advise you to subscribe. The details of the guarantees are available on request.