

## Our Terms & Conditions

The present specific **Terms & Conditions of Sale** are complemented by the **General Terms & Conditions of Sale**, excerpt from *Decree No. 94-490 of 15 June 1994* taken in application of article 31 of Law No. 92-645 of 13 July 1992, which records the relation between Travel Agencies and their clientele, as well as the conditions of site usership. The following **Corsica Adventure Terms & Conditions** and the Further Information contained on this site form the basis of your contract. Please read them carefully. These booking conditions have been formulated as a result of our responsibilities under French law. They do not affect your statutory rights.

In these Booking Terms and Conditions, “**The Company**” “**Us**” “**We**” or “**Our**” relates to **Corsica Adventure**, “**The Client**”, “**You**” or “**Your**” shall mean the person in whose name the booking is made and anyone else on that booking.

## Specific Terms & Conditions of Sale

The client booking a holiday with **CORSICA AVENTURE** acknowledges being over 18 years old (Participant 1), you confirm your understanding and acceptance of these terms and conditions for the both yourself and the all other participants registered at the time of booking.

### 1 - Reservation

You can reserve a holiday through either our website or by email. The reservation on one of our holidays implies adherence to our General and Specific Terms & Conditions of Sale at the time of reservation. This acceptance is made on behalf of all the participants named on the Reservation form. In case of grouped reservations, be sure to indicate clearly on your Reservation form, all the names and details of the participants and the name of the person in charge of the reservation to whom we will send all correspondence. Receipt of the Reservation form only confirms acceptance of the request for a Reservation, and does not confirm availability.

- **More than 30 days before departure:**  
Complete and return your Reservation form with a deposit payment of 30% of the total amount of the holiday with Insurance included (if applicable). The balance must be paid at least 30 days before the date of departure.
- **At least 30 days before departure:**  
Complete and return your booking form with the full balance payment of your holiday.
- **Booking fees** are applicable to each client registered, these are €5pp.

## Payments

### Payment by Credit Card.

For swift processing of your Reservation request, we recommend Credit or Debit Card payments via our secure online payment screen. In the case of a Reservation request by mail, indicate very clearly your card number, the expiry date, and the security number. We can also take Card Payments over the telephone. No charge is made by Corsica Adventure for bookings made on Credit Card.

### International Bank / Wire Transfers

Payments are also possible by International Bank Transfers, account details are below

BANK **Société Générale Ajaccio** Code (BIC): SOGEFRPP  
INTERNATIONAL BANK ACCOUNT NUMBER (IBAN): FR76 3000 3002 5100 0201 4192 939  
BRANCH CODE: 30003  
DESK: 00251  
ACCOUNT NUMBER: 00020141929  
RIB Key: 39

The costs of a bank transfer is at your expense. Please, attach the transfer order to your registration form.

### Confirmation & Invoice

A confirmation of the Reservation will be sent to you by return mail in the form of an invoice and a Booking Confirmation.

### Payment of Balance

The **full balance of the holiday** including any additional services requested after reservation **must be paid 30 days prior to departure**; this payment is not automatic and is without automatic reminder on our part.

**Corsica Adventure** reserves the right to cancel a booking if the Client has failed to pay the full balance in accordance with the Booking Terms and Conditions. In this case the deposit is lost.

### Final Documents

As soon as you have paid the balance, you will receive your confirmation of your meeting point for GUIDED holidays as well as necessary contacts for the holiday. For SELF GUIDED holidays you will also receive all necessary travel documents, including the maps and the topo-guide. In some cases, the travel documents are delivered to your first hotel. Cost of despatch of documents to international clients will be invoiced. **CORSICA AVENTURE** declines any responsibility for the loss of documentation by post, and therefore liability for failure to execute the trip due to non-receipt of documents. In the event of non receipt of documentation due to incorrect address, costs incurred for a second delivery will be at the charge of the client.

## 2 - Price

On all our holidays, our rates are indicated in Euros, TVA (VAT) included. They are given for a specific period depending on the duration, the number of people and type of accommodation used. The prices indicated in our brochures and on our websites, are established from rates in our possession at the time of creating our holidays. We have the right to increase or decrease our prices at any time prior to booking, **you will be advised of the correct price of your holiday – accommodation or transport – prior to booking**. After booking your price will only increase due to surcharges on the following items: Governmental action, taxes, currency changes, transport surcharges. **Our holidays are priced in Euros**, and all payments are made in this currency, **changes in exchange rate can occur from the time of booking to the time of balance payment**.

The Customer expressly acknowledges the price and inclusions of the trip he has chosen, from the description and factsheet. Unless otherwise stated, prices do not include:

- Booking fees (€5pp)
- Insurance
- Air and Airport taxes
- Tourist Taxes in accommodation
- Local Taxes
- Fees for vaccines, visas etc
- Drinks and personal expenses
- Site visits

### Price changes

#### Changes in rates due to Governmental action, taxes, currency changes, transport surcharges

In accordance with FRENCH law, if the need for readjustment of published prices occurs, the customer will be informed by letter at the latest 30 days prior to departure, for any price change on the part of CORSICA ADVENTURE, any refusal to fulfill the new price by the customer will be considered as a Cancellation, resulting in the application of the provisions provided for this purpose. We endeavour to show that the correct price is on our website. There may occasionally be an incorrect price due to error. When we discover an error we ensure that we act promptly and will notify you as soon as reasonably possible.

## 3 - Legal and Health formalities

Each participant is obliged to comply with the Legal and Health formalities required. The information contained in our brochures and websites are only indicative. It is the client's responsibility to be suitably informed of Legal and Health formalities. Failure to comply these regulations imply the sole responsibility of the participant who will assume the expenses incurred.

#### 4 - Particularities of our holidays

Given the special nature of our holidays, each participant is required to be fully aware that during these holidays there are certain risks in the practice of activity (including altitude, communication, isolation, difficulty of access to medical facilities, etc.). Each participant declares that they consciously assumes these risks and therefore undertakes not to defer responsibility to **CORSICA AVENTURE**, our guides and our local providers, for any accident that may occur on a trip,. This is also valid for reckless personal behavior, voluntary departure during the stay or non respect of our programs and recommendations. **CORSICA AVENTURE** reserves the right to expel any participant whose behavior could endanger the safety of a group or the welfare of other participants. No reimbursement or compensatory allowance will be paid.

##### Guided holidays

Each participant must comply with the advice and instructions given by the representative of the agency, (Mountain guide, IML, guide, instructor). In a situation, our representatives are the best judges of that situation, and they may be required to modify the route according to the weather or if the security of the group requires it.

##### Self-Guided holidays

These are circuits sold without a guide. For security reasons all self-guided holidays can only be made from a minimum of 2 participants.

These formulas require some common sense:

- Our topo-guide is only a support, it is essential to know how to read a map
- Knowledge of mountain orientation (compass)
- Knowledge of meteorology
- Have an experience of hiking in the mountains
- Being physically fit

Recommendations for Self-Guided walkers:

- Never leave alone, late in the day, or with bad weather
- Equip yourself with adequate and adapted equipment
- In case of interruption of holiday by one of two participants, do not continue alone
- Do not change or interrupt the itinerary without notifying **Corsica Aventure**.
- Follow the descriptions, instructions and recommendations given in the topo-guides.
- During the stay keep informed about weather forecasts, as well as events such as fires, strikes, prohibitions, administrative or prefectural.

For Self Guided holidays **CORSICA AVENTURE** cannot be held responsible for accidents and incidents due to misinterpretation of the topo-guide, a map reading error, non-respect of the route, recommendations or safety rules.

#### 5 - Cancellation

##### Cancellation by you

Any cancellation or modification of your part before departure must be sent by registered letter with our signature required. The date of receipt of that letter will be accepted as the cancellation date for the calculation of the refund. The amounts forfeited are calculated according to the following scale:

- **Over 30 days:** lump sum of €45 per person not reimbursed by the insurance.
- **30 to 21 days:** 25% of the amount
- **From 20 to 8 days:** 50% of the amount
- **From 7 to 2 days:** 75% of the amount
- **Less than 2 days or no show:** the full amount due

These forfeit amounts (except the amount over 30 days) will be reimbursed by the insurance in case of justified cancellation only if you have taken such insurance. The insurance does not take effect until 30 days before departure. The sum of €45 per person will not be refundable by the insurance. The cost of any insurance and administration fees are non-refundable.

**No shows**

Your non-presentation or delay to the meeting point does not entitle you to any refund.

**Interruption or Abandon of Holiday**

Any voluntary interruption or abandon on your part, or an exclusion for a group as a decision of your guide, either for insufficient experience or failure to observe the safety instructions is not entitled to any refund.

**Changes made by you**

Any change to the contract made on your part more than 30 days from departure results in the payment of the sum flat rate of €45pp as an amendment fee. For an amendment to a booking less than 30 days, the change to the booking will be considered a Cancellation with the implementation of the terms provided in the event of cancellation on your part. In all cases changes must be received by in writing.

**Changes or Cancellations made by us**

If we were to cancel a departure for reasons beyond our control (including strikes, safety of the group, dangerous climatic situation), we would endeavour to propose to you different alternatives, at the current rate, or refund of the sums paid.

Alternatively some of our stays are subject to a minimum number of participants, if we were to cancel due to insufficient participants you would be informed at the latest 21 days before the scheduled date at which point a refund shall be paid.

**"Force majeure"** shall mean any event outside of our control which prevents the prompt performance of our obligations, for example; war or threat of war, riots, civil strife, industrial disputes, unpreventable technical problems with transport, terrorist activity or threat and any consequences thereof, natural or nuclear disasters, fire or flood, adverse weather conditions, epidemic or pandemic illness and all similar situations. **In the case of "Force Majeure", we have no liability to you.** No expenses or compensation payments or any other sums, including the cost of securing alternative accommodation will be paid by us.

**6 - Changes during the trip**

If the dates of your trip and your return are changed, due to "Force Majeure", we cannot under any circumstances be held responsible for extra costs incurred. If we were unable to provide some of our commitment, we would endeavour to replace this with equivalent services. When circumstances force us to do so, to substitute one means of transport for another, take a different route or cancel certain excursions does not require any compensation to the client. The client also can not refuse them without valid reason. In all such cases, such amendments shall not give rise to payment of damages.

**7 - Insurance**

In accordance with the regulations, we have Insurance covering our professional responsibilities, but this does not replace your individual civil liability. It is essential for clients to have multi-risk Travel Insurance covering cancellation costs - repatriation - illness - travel accidents - mountain rescue - interruption of travel. We offer the contract "Multirisque Touristique" from APRIL, insurance adapted to the type of travel. It must be subscribed at the time of registration. The price of this insurance represents for one person: 4,00% of the total cost of the trip for EU Nationals. It is your responsibility to verify before your registration the risks for which you are covered. Once the insurance is taken out, no modification of your contract can be made. We will send you the general conditions of the Insurance as soon as you register. If you do not wish to subscribe to the insurance, we will ask you, before your departure to provide us with proof on an equivalent alternative certificate of insurance in your name.

**8 - Travel with Air Transport**

For the reservation Air Transport tickets we ask for an administration fee of €20pp. Tickets are non-refundable and non-refundable.

**Changes.**

The contract between Air Transport carriers and their Customers is governed by the Warsaw International Convention and is reproduced on the airline tickets.

Article 9 states: "The carrier undertakes to use its best efforts to transport passengers and luggage with due diligence. Schedules listed on airline tickets or elsewhere are not guaranteed and are not of this contract. The carrier may, without notice, substitute for other carriers, use other aircraft; they may modify or delete the stops provided for on the

ticket in case of necessity. Schedules can be changed without prior notice. The carrier assumes no responsibility for the connections. "We can only submit to this international convention.

### Timetables

In the case of changes in flight schedules or routes, stops, delays, missed correspondence, cancellations, we can not be held liable, we act as a simple intermediate. Idem in case of change of departure or arrival airport (for example arriving in Bastia rather than Ajaccio), the resulting costs would be your responsibility.

- Luggage: in case of loss, delay in delivery or deterioration of your luggage, the Air Transport carrier is solely responsible. The passenger needs to take the necessary steps (for recovery or compensation) directly with the Air Transport carrier concerned. No complaint can be received by CORSICA ADVENTURE on this subject.
- Loss or theft of airline tickets: be vigilant, airlines do not issue duplicates and the purchase of a new ticket would be at your expense.
- Check in time at the airport: the time of check in is determined by the airline. We ask to be on time. A late presentation can be considered as "no show" and would be non-refundable.
- Transfer to the airport: In connection with your international flight, we advise clients not to reserve non-refundable non-modifiable tickets on transport to the airport. CORSICA ADVENTURE will not be responsible for the loss of these transfers.
- The rates given relate to the data transmitted by the Air Transporters. Changes without notice can occur in case of modification of schedules, re-adjustments tariffs etc. For constraints related to the particular nature of charter flights, the Airline may be required to defer the flight within a 24 hours of the initial departure time. No compensation in this respect would be granted.

### Transparency

In accordance with Decree No. 2006-315 of 17 March 2006, the seller shall inform the customer of the identity of the Airline that will insure the flight (s). In the event of a change of carrier, the customer will be informed by the Airline or the tour operator, by any appropriate means as soon as we are aware of the change.

## 9 - Responsibility

**CORSICA AVENTURE** do not accept liability for failure of your holiday arrangements if there is no fault on our side. **CORSICA AVENTURE** is acting as an agency for your holiday, liaising with different suppliers including transporters, hoteliers, charterers, local agencies and guides etc. In the event of a dispute with a supplier, they would retain their own responsibility.

Given the special nature of our travels and stays and In accordance with article 23 of the Law of 13 July 1992, **CORSICA AVENTURE**, cannot be held liable and therefore no compensation would be due in case of cancellation or change of dates, schedules or scheduled routes.

Or for the following reasons:

- Perilous circumstances involving customer safety
- Cases of "force majeure" specifically linked to prefectural or administrative decisions.
- Unforeseen events before or during the stay (weather, strikes, political crisis, delay in transport, theft or
- Loss of luggage, ticket or ID or any other necessary official document).
- Delay of the client and no show on time at the agreed venue.

**CORSICA AVENTURE** cannot be held liable for any incident, accident or bodily injury that results from careless personal initiative or failure to follow instructions from the group leader or our recommendations in our topo-guides. **CORSICA AVENTURE** reserves the right to interrupt a customer's holiday whose attitude could be dangerous to the safety or well-being of the other participants. In this case, any additional fees (Accommodation, taxi, rental ...) will be paid on site by the client. The resulting unused benefits cannot be refunded.

### Electronic Information

Applications for brochures and registrations are processed by computer. You have the right to access and information about you. Unless otherwise specified by you, we reserve the right to use this information to send you various commercial information that we feel would be beneficial to you.

**Photos / itineraries / animals**

The pictures in the descriptions are merely illustrative and are not of a contractual nature. The routes are given for information purposes only. Without prior agreement with **CORSICA AVENTURE**, animals are prohibited on our holidays.

**12 - Complaints**

Any complaint you have whilst on holiday must be referred immediately to us. It is unreasonable to take no action whilst on holiday and to only make your complaint on return. When you fail to follow this procedure, we will have been denied the possibility of investigating and rectifying the complaint whilst you are on holiday. This will affect the way in which the complaint is dealt with and it may affect your contractual rights.

Any complaint relating to the trip must be addressed to **CORSICA AVENTURE** by registered letter requiring signature, accompanied by supporting documents within one month of the date of return. In the unlikely event that the complaint cannot be settled amicably, all disputes will be processed by AJACCIO Tribunal and covered under French law.

**CORSICA AVENTURE** - route du Vazzio - 20 090 AJACCIO CORSE FRANCE

E-mail: info@corsica-aventure.com - Phone: (33) 04 95 50 72 75

SARL with capital of 7500 € - RCS Ajaccio 489 755 470 - Code APE 7911Z - VAT: FR50 489 755 470 –

Financial Guarantee of €300000 with GROUPEAMA INSURANCE: 5 rue du centre 93199 NOISY LE GRAND CEDEX

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Director of the publication: Mr. Etienne GARCIA

***Special conditions of sale updated on 14/01/2017***

Reproduction of Articles R.211-3 to R.211-11 of the Tourism Code, in accordance with Article R211-12 of the Code tourism

**General Terms & Conditions**

Translated Excerpt from Decree No. 94-490 of 15 June 1994 taken in application of article 31 of Law No. 92-645 of 13 July 1992, defining performance conditions relative to the organisation and sales for **Corsica Aventure** SARL.

**Art. 95** - Subject to the exclusions stipulated in paragraph 2 (a and b) of article 14 of the law of 13 July 1992 referred to above, all offers and all sales of travel services or stays result in the handing-over of appropriate documents that meet the rules defined by the present chapter. (.In the case of sale of airline transport tickets or of transport tickets on a regular line not accompanied by services linked to these transports, the seller shall issue to the buyer one or more tickets for the totality of the journey issued by the carrier or under its responsibility.

In the case of transport on request, the name and address of the carrier for whose account the tickets are issued must be given.). Separate billing of the various elements of a same travel package does not exempt the seller from the obligations laid down by the present chapter.

**Art. 96** - Prior to entering into contract and on the basis of a written support bearing its corporate name, its address and an indication of its administrative authorisation for exercise, the seller shall communicate to the consumer information on prices, dates and other elements constituting the services provided on the occasion of the journey or of the stay such as :

1. The destination, means, characteristics and categories of transport used;
2. The type of accommodation, its location, its level of comfort and its principal characteristics, its approval and its tourist rating corresponding to the regulations or customs of the host country;
3. The meals provided;
4. A description of the itinerary, when a tour is involved;
5. The administrative and sanitary formalities to be carried out, particularly in the event of crossing borders as well as the time limits for carrying them out;
6. Visits, excursions and other services included in the price or that might be available in return for an additional price;

7. The minimum or the maximum size of the group for carrying through with the journey or the stay as well as, if carrying through with the journey or the stay is subordinated to a minimum number of participants, the final date for informing the consumer in the event of cancellation of the journey or of the stay; this date cannot be fixed at less than twenty-one (21) days prior to departure;
8. The amount or the percentage of the price to be paid as down payment at the time of concluding the contract as well as the calendar for payment of the balance;
9. The terms for revision of prices as stipulated by the contract in application of article 100 of the present decree;
10. The contractual terms of cancellation;
11. The terms of cancellation stipulated in articles 101, 102 and 103 hereinafter;
12. Information concerning the risks covered and the amount of coverage taken out under the insurance policy covering the consequences of the professional legal liability of travel agencies and of the legal liability of non-profit associations and organisations and of local tourist organisations;
13. Information concerning optional subscription of an insurance policy covering the consequences of certain cases of cancellation or of an assistance contract covering certain special risks such as repatriation costs in the event of accident or illness.

**Art. 97** - Prior information given to the consumer is binding on the seller, unless in this information the seller should expressly reserve the right to modify certain elements.

In this case, the seller shall clearly indicate to what extent this modification can intervene and on what elements. At all events, modifications made to the prior information must be communicated to the consumer in writing prior to conclusion of the contract.

**Art. 98** - The contract entered into between the seller and the buyer must be written, drawn up in duplicate (one copy of which shall be handed over to the buyer) and signed by both parties. It shall include the following clauses :

The name and address of the seller, of its manager and of its insurance company as well as the name and address of the organiser;

1. The destination or destinations of the journey and, if the stay is divided up, the various periods and their dates;
2. The means, characteristics and categories of transport used, the dates, hours and places of departure and return;
3. The type of accommodation, its location, its level of comfort and its principal characteristics, its tourist classification corresponding to the regulations or customs of the host country;
4. The number of meals provided;
5. The itinerary, when a tour is involved;
6. The visits, excursions or other services included in the total price of the journey or of the stay;
7. The total price of services billed as well as an indication of any possible revision of this billing pursuant to the provisions of article 100 hereinafter;
8. An indication, where applicable, of the fees or taxes pertaining to certain services such as landing, unloading or boarding taxes in ports and airports, tourist taxes, when they are not included in the price of the service or services provided;
9. The calendar and the terms of payment of the price; at all events, the last payment made by the buyer shall not be less than thirty percent (30%) of the price of the journey or of the stay and must be made at the time the documents making it possible to carry out the journey or the stay are handed over. 11° Special terms and conditions requested by the buyer and accepted by the seller;
10. The means by which the buyer can file a complaint with the seller for non-execution or poor execution of the contract, which complaint must be sent to the seller as quickly as possible by registered letter with acknowledgement of receipt and possibly notified in writing to the organiser of the journey and to the service provider concerned;
11. The time limit for informing the buyer in case of cancellation of the journey or of the stay by the seller in cases where carrying through with the journey or the stay is linked to a minimum number of participants, in application of the provisions of 7° in article 96 hereinabove; 14° The contractual terms of cancellation;
12. The terms of cancellation stipulated in articles 101, 102 and 103 hereinafter;
13. Information concerning the risks covered and the amount of coverage under the insurance policy covering the consequences of the seller's professional legal liability;
14. Information concerning the insurance policy taken out by the buyer covering the consequences of certain cases of cancellation (policy number and name of insurance company) as well as information concerning the assistance contract covering certain particular risks such as repatriation in the event of accident or illness; in this case, the seller shall submit to the buyer a document specifying at a minimum the risks covered and the risks excluded
15. The final date for informing the seller in the event of transfer of the contract by the buyer;
16. The commitment by the seller in writing to provide, no less than ten (10) days prior to departure, the following information :

- a) The name, address and telephone number of the seller's local representation or, in the absence thereof, the names, addresses and telephone numbers of the local organisations able to help the consumer in case of difficulty or, failing that, the telephone number where the seller can be contacted in case of emergency;
- b) For journeys and stays of minors abroad, a telephone number and an address where the child or the person in charge at the place of the stay can be reached.

**Art. 99** - The buyer is entitled to transfer his contract to a transferee who meets the same conditions as he for carrying through with the journey or with the stay so long as this contract has not produced any effect.

Unless more favourably stipulated to the transferor, the transferor is required to inform the seller of his decision by registered letter with acknowledgement of receipt no later than seven (7) days prior to the beginning of the voyage. When a cruise is involved, this deadline is increased to fifteen (15) jours. In no case is this transfer subject to prior authorisation by the seller.

**Art. 100** - When the contract includes the express possibility of revising the price, within the limits stipulated in article 19 of the above-mentioned law of 13 July 1992, it must set out the precise methods of calculation, both upwards and downwards, variations in prices, and notably the amount of transport costs and taxes pertaining thereto, the currency or currencies that may have an incidence on the price of the stay, the share of the price to which the variation applies, the rate of the currency or currencies retained as a reference for establishing the price included in the contract.

**Art. 101** - When, prior to the buyer's departure, the seller is forced to modify one of the essential elements of the contract such as a significant increase in price, the buyer can, without prejudging recourses for amends for losses that may have been suffered, and after having been informed thereof by the seller by registered letter with acknowledgement of receipt

- either cancel his contract and obtain immediate refund, without penalty, of the sums paid;
- or accept the modification or the alternate journey proposed by the seller; a rider to the contract specifying the modifications made is then signed by the parties; any decrease in price is deducted from the sums that might remain due by the buyer and, if the payment already made by the buyer should exceed the price of the modified service, the overpayment must be returned to him prior to his departure.

**Art. 102** - In the case provided for in article 21 of the above-mentioned law of 13 July 1992, when, prior to the buyer's departure, the seller cancels the journey or the stay, he shall inform the buyer thereof by registered letter with acknowledgement of receipt; the buyer, without prejudging the recourses for amends for losses possibly suffered, shall obtain immediate refund from the seller, without penalty, of the sums paid; in this case, the buyer shall receive an indemnity equal to no less than the penalty that he would have borne if the cancellation had occurred of his own doing on this date. In no case do the provisions of the present article form an obstacle to the conclusion of an amicable agreement whose purpose is acceptance by the buyer of an alternative journey or stay proposed by the seller.

**Art. 103** - When, after the buyer's departure, the seller finds himself unable to provide a preponderant part of the services stipulated in the contract representing a non-negligible percentage of the price honoured by the buyer, the seller shall immediately take the following steps without prejudging recourses for amends for losses that might have been suffered :

- either he shall propose services in replacement of the stipulated services by possibly bearing all additional prices and, if the services accepted by the buyer are of a lower quality, the buyer shall refund to the difference in price upon his return; or;
- or if he is unable to propose any alternative service or if such services are refused by the buyer for valid reasons, he shall provide the buyer, at no additional price, tickets to ensure his return under conditions that can be judged equivalent towards the place of departure or to another place accepted by the two parties.