



Terms and Conditions of Sale

2026 EDITION — IN FORCE AS AT 1 SEPTEMBER 2026

These terms consist of **general terms and conditions of sale** (Title I), applicable to all services sold by FAR AWAY, and **special terms and conditions of sale** (Title II), specific to each type of service. In the event of any conflict, the special terms prevail over the general terms, and the particulars set out in the travel contract prevail over both.

CONTENTS

1. Title I — General terms and conditions of sale
 1. Purpose and scope
 2. Identity of the seller
 3. Capacity in which FAR AWAY acts
 4. Quotation and pre-contractual information
 5. Booking and formation of the contract
 6. Price
 7. Payment
 8. Transfer of the contract
 9. Modification of the contract
 10. Termination of the contract by the Traveller
 11. Termination of the contract by FAR AWAY
 12. Performance, lack of conformity and assistance to the Traveller
 13. Liability
 14. Transport
 15. Accommodation
 16. Vehicle hire
 17. Administrative and health formalities
 18. Fitness to travel, accessibility and special requirements
 19. Insurance
 20. Purchases made locally and gratuities
 21. Photographs and image rights
 22. Complaints, customer service and mediation
 23. Personal data
 24. Governing law, language and jurisdiction
 25. Severability and non-waiver
 26. Version and updating
2. Title II — Special terms and conditions of sale
 - A — Packages and tailor-made travel
 - B — Groups, incentives, conferences and events
 - C — Private aviation
 - D — Stand-alone services and linked travel arrangements
 - E — Inbound services in France & Europe and international clientele
3. Annexes
 - 1 — Standard information form (package)
 - 2 — Standard information form (linked travel arrangements)
 - 3 — Provisions of the French Tourism Code

Title I — General terms and conditions of sale

Article 1 — Purpose and scope

These general terms and conditions of sale (the “GTC”) govern the relationship between the company **LCPA**, which operates the trading name **FAR AWAY** (hereinafter “FAR AWAY” or “the Agency”), and any natural or legal person (hereinafter the “Client” or the “Traveller”) purchasing from it a package, a travel service or a linked travel arrangement within the meaning of Article L. 211-2 of the French Tourism Code.

They apply to sales made in the agency, by telephone, by email and by electronic means, to travellers resident in France and abroad alike, for services performed in France or outside France.

Validation of the booking form and/or payment of a deposit constitute full and unreserved acceptance of these GTC, of the applicable special terms, of the programme and description of the services, and, where applicable, of the terms of any insurance taken out. The Client declares that it has the capacity to contract and, where acting on behalf of third parties, that it is duly authorised to bind them.

Article 2 — Identity of the seller

- **Corporate name:** LCPA, a simplified joint-stock company (société par actions simplifiée) with share capital of €30,000, operating the trading name FAR AWAY
- **Registered office / place of business:** 12 avenue Charles de Gaulle, 31130 Balma, France
- **SIREN:** 481 805 059 — **SIRET:** 481 805 059 00047 — **Trade and Companies Register:** Toulouse 481 805 059
- **Intra-Community VAT number:** FR50 481805059 — **APE code:** 79.11Z
- **Registration with the register of travel and holiday operators (Atout France):** IM031100014
- **Insolvency protection:** APST — Association Professionnelle de Solidarité du Tourisme, 15 avenue Carnot, 75017 Paris, +33 (0)1 44 09 25 35, info@apst.travel
- **Professional civil liability insurance:** ALLIANZ IARD, a French société anonyme, 1 cours Michelet, CS 30051, 92076 Paris La Défense Cedex, France (542 110 291 RCS Nanterre) — policy no. 64385721, arranged through the broker ASSURINCO, 122 quai de Tounis, 31000 Toulouse, France. Cover for the financial consequences of professional civil liability up to €4,000,000 per insurance year, in accordance with Articles L. 211-18 II-b and R. 211-35 to R. 211-40 of the French Tourism Code
- **Contact:** contact@far-away-tours.com — +33 (0)5 62 71 57 25 — far-away-tours.com

Article 3 — Capacity in which FAR AWAY acts

Depending on the nature of the service sold, FAR AWAY acts:

- as **organiser**, where it itself designs and assembles a package;
- as **retailer**, where it sells a package designed by another organiser;
- as **intermediary** or **agent**, where it sells a stand-alone travel service (flight ticket only, accommodation only, vehicle hire only, transfer only) or facilitates the conclusion of a linked travel arrangement.

The capacity in which FAR AWAY acts is stated on the quotation and on the travel contract. It determines the extent of its liability and the applicable regime, set out in detail in the special terms in Title II.

A **package** within the meaning of Directive (EU) 2015/2302 and of Article L. 211-2 II of the French Tourism Code is a combination of at least two different types of travel services for the purpose of the same trip, sold at an inclusive price or under the conditions provided for by that legislation. The Traveller then benefits from all the rights granted by the European Union applicable to packages, as transposed into the French Tourism Code and set out in [Annex 1](#).

Article 4 — Quotation and pre-contractual information

FAR AWAY does not sell from a brochure: every project is the subject of a bespoke study. The itineraries presented on the far-away-tours.com website and in the programmes circulated by the Agency are **suggestions for inspiration**, which may be carried out exactly as presented or serve as the basis for a fully personalised trip.

Each enquiry gives rise to a written proposal (the “Quotation”) specifying the services included, those which are not, the price, the capacity in which FAR AWAY acts, the applicable cancellation terms and a **validity date**. After that date, prices and availability are no longer guaranteed and the proposal must be updated.

The services described in a Quotation are offered **subject to availability at the time of booking**. Certain suppliers, airlines in particular, do not accept the holding of options: the programme and the price become firm only upon issue of the travel contract.

In accordance with Articles L. 211-8, L. 211-9 and R. 211-4 of the French Tourism Code, FAR AWAY provides the Traveller, before the conclusion of the contract, with all essential information relating to the trip: destination, itinerary and periods of stay, means and categories of transport, characteristics of the accommodation, meals provided, visits and excursions included, the language in which the services are conducted, accessibility for persons with reduced mobility, total price, payment arrangements, the minimum number of participants where applicable, administrative and health formalities, together with the standard information form set out in [Annex 1](#).

Article 5 — Booking and formation of the contract

The booking is confirmed by signature — handwritten or electronic — of the **booking form** or of the **travel contract**, together with payment of the deposit provided for in Article 7. The contract is deemed to be formed upon receipt by FAR AWAY of the signed document and the corresponding deposit.

Each Traveller must provide FAR AWAY with their **exact and complete** personal particulars (surnames and forenames as they appear on the travel document used), date of birth, nationality, together with a legible copy of the passport or national identity card used to travel. The signatory Client shall verify the accuracy of these details upon signature.

FAR AWAY may not be held liable for the consequences — in particular denied boarding or the cost of reissuing travel tickets — resulting from information that is inaccurate, incomplete or provided late. Any correction of identity details after a travel ticket has been issued is liable to be treated by the carrier as an outright cancellation.

The person making the booking on behalf of other Travellers warrants their acceptance of these terms and undertakes to pass on to them all the information and documents provided by FAR AWAY.

Article 6 — Price

6.1 COMPOSITION AND CURRENCY

Prices are expressed **in euros (EUR) or in United States dollars (USD)**, inclusive of all taxes. The currency applied is the one stated on the Quotation and on the travel contract: it is the currency of invoicing and of payment, and only the amount expressed in that currency is binding. Any equivalent quoted in another currency is given for information purposes only. Where the contract is denominated in United States dollars, the fixed amounts expressed in euros in these conditions (minimum fees, administration fees, booking fees) are to be understood as their USD equivalent at the rate applicable on the date of the contract. They are established on an inclusive basis and correspond to the services expressly listed under the heading “This price includes”. They are calculated on the basis of a number of nights, which does not necessarily correspond to a number of full days: unless otherwise indicated, the first and last days are given over to travel.

The services sold by FAR AWAY fall, where applicable, under the special VAT scheme for travel agents (Article 266-1-e of the French General Tax Code): no recoverable VAT is shown separately on the invoice. Services performed in France on

behalf of travellers resident abroad remain subject to French taxation.

6.2 DESIGN FEES

For individual trips, FAR AWAY is remunerated by **design fees**, separate from the cost of the services and invoiced in accordance with the sliding scale published at far-away-tours.com/nos-honoraires. These fees remunerate the work of research, design, booking and follow-up; they appear as a separate line on the Quotation.

For groups of more than ten persons, and for corporate travel, incentives and seminars, FAR AWAY applies a margin incorporated into the overall price of the project, with no separate fee line.

For private aviation, the fees take the form of a fixed coordination charge per flight, specified in the Quotation.

6.3 WHAT THE PRICE DOES NOT INCLUDE

Unless otherwise stated in the Quotation, prices do not include: expenses of a personal nature; drinks not expressly mentioned; gratuities; insurance premiums; the cost of obtaining visas, electronic travel authorisations, passports and vaccinations; local tourist, airport or departure taxes payable locally; the cost of travel to the point of departure of the trip; supplements applied by suppliers on the occasion of particular events (trade fairs, carnivals, religious festivals, sporting events, the Christmas and New Year periods); and, more generally, any service not expressly listed.

6.4 PRICE REVISION

In accordance with Articles L. 211-12, R. 211-8 and R. 211-9 of the French Tourism Code, the prices set out in the contract may be revised, **upwards as well as downwards**, solely to take account of:

- variations in the cost of carriage of passengers, resulting in particular from the price of fuel or other power sources;
- variations in the level of taxes or fees applicable to the travel services included in the contract (landing, embarkation and disembarkation taxes, tourist taxes, entrance fees, visa fees, newly created taxes);
- variations in the exchange rates affecting the price of the package.

The portion of the price that may be revised corresponds to the entire price of the trip. Any increase shall be notified to the Traveller on a durable medium, in a clear and comprehensible manner, together with its justification and the method of its calculation, **no later than twenty days before the start of the trip**. No increase may be made after that time.

Where the increase exceeds **8%** of the total price of the package, the Traveller may, within a reasonable period specified by FAR AWAY in its notification, either accept the modification or terminate the contract without paying termination fees. Failing a reply within that period, the modification is deemed accepted. Where the corresponding costs decrease, the Traveller is entitled to a price reduction, less the administrative expenses actually incurred.

Article 7 — Payment

7.1 DEPOSIT

For any booking made **more than 45 days** before the departure date, a deposit of **35%** of the total price of the trip is payable upon signature of the contract.

7.2 NON-REFUNDABLE SERVICES AND MANDATORY PREPAYMENTS

Certain services must be paid for in full at the time of booking in order to be guaranteed: air tickets on non-changeable or non-refundable fares, promotional and prepaid fares, cruises, sporting and cultural events, air charters, and any service which the supplier makes subject to prepayment. In such cases, FAR AWAY may require payment in full for those services upon booking; the 35% deposit is then calculated on the balance of the services which have not been paid for in full. This requirement is set out in the travel contract.

7.3 BALANCE

The balance of the price is payable **no later than 45 days before the departure date**, without any reminder from FAR AWAY. For any booking made 45 days or less before departure, the full price is payable upon signature of the contract.

7.4 MEANS OF PAYMENT

Payment is accepted by bank transfer, by payment card (including by way of a secure payment link), by cheque and, within the limits laid down by Articles L. 112-6 and D. 112-3 of the French Monetary and Financial Code, in cash. Bank charges relating to international transfers, including correspondent bank charges, are borne by the Client: the amount credited to FAR AWAY's account must correspond to the amount invoiced. Any payment made less than 21 days before departure must be effected by payment card or by instant transfer. Insurance premiums are paid in full upon subscription.

7.5 NO RIGHT OF WITHDRAWAL

In accordance with Article L. 221-28 of the French Consumer Code, contracts for the provision of accommodation, transport, car hire, catering or leisure activity services supplied on a specific date or for a specific period **are not subject to the right of withdrawal**, including where they are concluded at a distance or off-premises. The Traveller nevertheless retains the right to terminate the contract before the start of the trip under the conditions set out in Article 10.

7.6 FAILURE TO PAY

Failure to pay the deposit or the balance on the agreed due dates entitles FAR AWAY, following a formal notice which has remained without effect for seven days, to terminate the contract. The scale of termination fees set out in Article 10.2 then applies, calculated as at the date of termination.

Article 8 — Transfer of the contract

In accordance with Articles L. 211-11 and R. 211-7 of the French Tourism Code, the Traveller may transfer the contract to a transferee who satisfies the same conditions as the Traveller for the purposes of the trip, for as long as the contract has not taken effect. The Traveller shall inform FAR AWAY of this decision by any means allowing an acknowledgement of receipt to be obtained, **no later than seven days before the start of the trip**.

The transferor and the transferee are jointly and severally liable for payment of the balance of the price and of any additional costs arising from the transfer, the justified amount of which is notified to the Traveller before the transfer is carried out. The Traveller's attention is drawn to the fact that the air fares used to construct the trips are, for the most part, issued in the passenger's name and non-transferable: a change of name is often treated as a full cancellation, giving rise to charges of up to 100% of the price of the transport.

Article 9 — Amendment of the contract

9.1 AT THE TRAVELLER'S REQUEST

Any request for an amendment made after signature of the contract (dates, itinerary, accommodation, airports, number of participants) is dealt with subject to feasibility and availability. It gives rise to the invoicing of amendment fees, together with the payment of any additional costs and charges imposed by the suppliers. Where the requested amendment cannot be obtained from the suppliers, it is treated as a termination of the contract followed by a new booking, and the scale set out in Article 10.2 applies.

9.2 AT FAR AWAY'S INITIATIVE, BEFORE THE START OF THE TRIP

FAR AWAY may unilaterally make **minor changes** to the contract, of which the Traveller is informed in a clear manner on a durable medium.

Where FAR AWAY is constrained to alter an **essential feature** of the travel services, or is unable to meet a special requirement accepted in the contract, or proposes a price increase exceeding 8%, it shall inform the Traveller without

delay and shall state the consequences of the change, the reasonable period within which the Traveller must reply, and the consequences of a failure to reply. The Traveller may then:

- accept the proposed change;
- accept, if it is offered, a substitute package of equivalent or higher quality;
- or terminate the contract without paying termination fees, and obtain a full refund of the sums paid within a maximum period of **fourteen days** from termination.

In the absence of a reply within the period allowed, the Traveller is deemed to have refused the proposed change.

Article 10 — Termination of the contract by the Traveller

10.1 PROCEDURE

The Traveller may terminate the contract at any time before the start of the trip, subject to payment of the termination fees set out below. Termination must be notified in writing (by email or by registered letter with acknowledgement of receipt) to contact@far-away-tours.com or to the Agency's registered office. **The date on which FAR AWAY receives that written notice** determines the applicable scale. Periods are counted in calendar days, the day of departure not being taken into account.

10.2 SCALE OF TERMINATION FEES

Save for any special conditions set out in the travel contract, termination fees are calculated on the total price of the trip stated in the contract, per person:

DATE OF RECEIPT OF THE REQUEST	TERMINATION FEES
More than 60 days before departure	15% of the price of the trip, subject to a minimum of €150 including VAT per person
From 59 to 30 days before departure	50% of the price of the trip
From 29 to 14 days before departure	60% of the price of the trip
From 13 to 7 days before departure	80% of the price of the trip
From 6 days to 1 day before departure	100% of the price of the trip
Failure to appear on the day of departure	100% of the price of the trip

This scale is a standard scale, established by reference to the date of termination and to the expected cost savings and income. It applies **save where specific cancellation conditions** are imposed by a supplier and brought to the Traveller's notice in the Quotation and the travel contract; those specific conditions then prevail over the scale set out above.

10.3 NON-REFUNDABLE SUMS AND SERVICES

The following are in no circumstances refundable: the design fees and administrative charges invoiced, insurance premiums, visa costs and the costs of obtaining travel documents, vaccination costs, and any costs incurred by the Traveller outside the contract concluded with FAR AWAY (transport to the place of departure, parking, accommodation prior to or following the connecting journey).

Air tickets already issued, non-changeable and non-refundable fares, cruise modules and event-related services may give rise to charges of up to 100% of their price, whatever the date of termination. In respect of unused air tickets, the Traveller may request a refund of the airport taxes and charges which become payable only where the passenger

actually boards, in accordance with Article L. 224-66 of the French Consumer Code; the request is free of charge when it is made online, and fees not exceeding 20% of the sums refunded may be invoiced in other cases.

10.4 TERMINATION IN THE EVENT OF UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

In accordance with Article L. 211-14 II of the French Tourism Code, the Traveller may terminate the contract before the start of the trip **without paying termination fees** in the event of unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate vicinity and significantly affecting the performance of the contract or the carriage of passengers to the place of destination. The Traveller is then entitled to a full refund of the payments made, within fourteen days, but not to any additional compensation.

10.5 PARTIAL TERMINATION AND SHARED SERVICES

Where one or more Travellers booked under the same file withdraw from a trip which is maintained for the other participants:

- for individual services (transport, services issued in the traveller's name), the fees are calculated in accordance with the scale set out above on the price of the services not taken up;
- for shared services (room, vehicle, guide, chartered aircraft), fees equal to 100% of the share concerned are invoiced, whatever the date of termination, and the price for the remaining Travellers is recalculated (single room supplement, reduction in the number of participants);
- the fees are deducted from the sums received in respect of the file, irrespective of who made the payments.

10.6 SERVICES NOT TAKEN UP

Any service provided for in the contract and not taken up owing to the Traveller — late check-in, voluntary interruption of the trip, failure to attend a meeting point — gives rise to no refund and no compensation.

Article 11 — Termination of the contract by FAR AWAY

11.1 MINIMUM NUMBER OF PARTICIPANTS

Where the operation of the trip is conditional upon a minimum number of participants, that number is stated in the contract. If that number is not reached, FAR AWAY may terminate the contract and refund the Traveller in full, without additional compensation, by giving notice no later than:

- twenty days before the start of the trip, in the case of trips lasting more than six days;
- seven days before the start of the trip, in the case of trips lasting between two and six days;
- forty-eight hours before the start of the trip, in the case of trips lasting not more than two days.

11.2 UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

FAR AWAY may terminate the contract and refund the Traveller in full, without additional compensation, where it is prevented from performing the contract by unavoidable and extraordinary circumstances — in particular armed conflict, serious political unrest, terrorist attacks, natural disasters, epidemics, the closure of airspace or of borders, or decisions of the public authorities.

11.3 OTHER CASES

In all other cases of termination at FAR AWAY's initiative, the Traveller obtains a full refund of the sums paid within fourteen days, together with, where applicable, the compensation provided for in Article L. 211-14 of the French Tourism Code.

Article 12 — Performance of the trip, lack of conformity and assistance to the Traveller

The Traveller shall inform FAR AWAY, **without delay and as soon as possible**, of any lack of conformity observed during the performance of the services, using the emergency number and the contact details set out in their travel documents (+33 (0)5 62 71 57 25, operational duty line reachable 24/7). Failure to report the matter on the spot may be taken into account in determining the amount of any price reduction or damages that may be due, where immediate notification would have made it possible to avoid or reduce the loss.

FAR AWAY shall remedy the lack of conformity, unless this is impossible or entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected. Where a significant proportion of the services cannot be provided as agreed, alternative services of equivalent or higher quality are offered at no extra cost; if the substitute services are of lower quality, an appropriate price reduction is granted. The Traveller may reject the substitute services only if they are not comparable to what was agreed in the contract or if the price reduction granted is inadequate.

Where the lack of conformity substantially affects the performance of the trip and is not remedied within a reasonable period, the Traveller may terminate the contract without paying any fees and, where the package includes carriage of passengers, obtain repatriation on equivalent terms and at no extra cost.

In accordance with Article L. 211-17-1 of the French Tourism Code, FAR AWAY shall give **appropriate assistance without undue delay** to a Traveller in difficulty: useful information on health services, local authorities and consular assistance, help with distance communication and with finding alternative travel arrangements. Where the difficulty is caused intentionally or through the negligence of the Traveller, a reasonable charge may be made for that assistance, not exceeding the actual costs incurred.

Article 13 — Liability

13.1 PRINCIPLE

When it sells a package, FAR AWAY is strictly liable for the proper performance of the travel services included in the contract, in accordance with Article L. 211-16 of the French Tourism Code, whether those services are performed by FAR AWAY itself or by other suppliers.

13.2 EXEMPTIONS

FAR AWAY is not liable where the non-performance or improper performance of the contract is attributable to: the Traveller himself or herself; a third party unconnected with the provision of the travel services included in the contract, where such conduct is unforeseeable or unavoidable; or exceptional and unavoidable circumstances.

By way of illustration, and without this list being exhaustive, FAR AWAY may not be held liable for the consequences of: the loss, theft or forgetting of travel documents, transport tickets or personal effects; a spelling error in the identity details supplied by the Client; the failure to produce the required administrative or health documents; late arrival at check-in or boarding; the confiscation of items during security screening; strikes, industrial action, air traffic congestion, technical incidents, adverse weather and delays outside the Agency's control; the temporary closure, whether for renovation or for any other reason, of a site, museum or monument included in the programme; a change to the schedule of a sporting or cultural event, or its cancellation by its organisers; nor for services booked directly by the Traveller locally with third parties, even on the recommendation of a guide or a local representative.

Itineraries are drawn up several months in advance. For reasons of safety, weather conditions or operational constraints, the order of the stages, the timings or the content of the visits may be adapted locally, without the substance of the trip being affected; such adaptations do not constitute a lack of conformity giving rise to a right to compensation.

13.3 LIMITS ON COMPENSATION

In accordance with Article L. 211-17-IV of the French Tourism Code, where international conventions limit the extent of, or the conditions governing, the compensation payable by a supplier (in particular the Montreal Convention for air transport, the Athens Convention for carriage by sea and the CIV Uniform Rules for rail transport), those same limits apply to FAR AWAY.

In all other cases, and save for personal injury or damage caused intentionally or by negligence, the amount of damages that may be charged to FAR AWAY is limited to **three times the total price of the trip**.

Any compensation paid by FAR AWAY shall be set off against that obtained by the Traveller from the supplier or its insurer in respect of the same loss, and vice versa: the Traveller may not be compensated twice for the same damage.

Article 14 — Transport

14.1 IDENTITY OF THE CARRIER

The identity of the carrier or carriers likely to operate the flights is set out in the trip description or in the sales contract. Any change is notified to the Traveller by any means as soon as FAR AWAY becomes aware of it. The list of air carriers subject to an operating ban within the European Union may be consulted on [the European Commission's website](#).

14.2 TIMINGS, STOPOVERS AND ROUTINGS

Timings notified before transport tickets are issued are indicative. They may vary up until the day of departure depending on the traffic rights granted to the airlines. The duration of stopovers is set by the carriers. A flight may take place at any hour of the scheduled day and may require check-in at the airport up to three hours before take-off.

Any carrier may alter without notice the timings, the routing, the aircraft and the stations, ports or airports of departure and arrival, in particular for technical, weather-related, industrial or political reasons. Such events may result in delays, additional stopovers or cancellations. Where they do not affect an essential characteristic of the trip, these changes do not constitute grounds for termination free of charge.

14.3 AIR PASSENGER RIGHTS

In the event of a long delay, flight cancellation, denied boarding or overbooking, the Traveller enjoys the rights provided for by Regulation (EC) No 261/2004, to be asserted **directly against the air carrier**, which alone owes the corresponding compensation and assistance. A passenger holding a boarding pass remains under the protection and assistance of the airline. FAR AWAY will assist the Traveller with the relevant steps but does not stand in the place of the carrier.

14.4 BAGGAGE

Baggage allowances are set by the carriers and notified on request. Travellers are strongly advised not to place valuables, documents, medication or electronic devices in hold baggage. In the event of loss, delayed delivery or damage, a property irregularity report (*PIR*) must be completed **on arrival** with the carrier and kept together with the transport tickets, boarding passes and baggage tags.

14.5 TRANSPORT NOT TAKEN UP OWING TO THE TRAVELLER

Where a transport segment is not taken up or is left unused, the carrier will generally cancel the subsequent segments, including the return. The purchase of new transport tickets is then borne exclusively by the Traveller, with no guarantee that the original fare will be available.

Article 15 — Accommodation

The hotel ratings referred to are to be understood according to the **local standards** of the host country, which may differ from French standards. The types and levels of service in certain destinations may fall below European standards; FAR

AWAY may not be held liable in this respect.

In accordance with international hotel practice, rooms are generally available from 2 p.m. on the day of arrival and must be vacated before 12 noon on the day of departure, irrespective of transport timings. For reasons beyond its control, FAR AWAY may have to substitute an establishment of the same or a higher category. Where a service for which a supplement has been paid (higher category, sea view, upgrade) cannot be provided, the refund is limited to the amount of that supplement.

Double rooms are fitted, depending on the establishment, with two separate beds or one large bed; single rooms are often of a reduced size; in triple and quadruple rooms, the third and fourth occupants generally share the existing bedding or are provided with an extra bed. The terms “half board”, “full board” and “all inclusive” are to be understood in accordance with the definitions set out in the trip description.

Special requests not recorded in the contract and not giving rise to a supplement (connecting rooms, floor level, non-smoking, dietary preferences) are passed on to the suppliers for guidance only: they remain at the suppliers' discretion, cannot be guaranteed and do not engage the liability of FAR AWAY.

Article 16 — Vehicle hire

Hire is calculated in periods of twenty-four hours. A credit card in the driver's name, with embossed numbers, is required by most hire companies in order to take the deposit. The minimum age of the driver, “young driver” supplements, one-way drop-off charges where the vehicle is returned to a different station, extensions, upgrades and excess mileage are governed by the hire company's conditions and paid for locally. The national driving licence and, where local regulations so require, the international driving permit must be valid.

Article 17 — Administrative and health formalities

17.1 PRINCIPLE

At the time of booking, FAR AWAY informs the Traveller of the police, customs and health formalities applicable **to French nationals**, together with the time required to complete them. Completion of these formalities, and the resulting costs, are the responsibility of the Traveller.

17.2 FOREIGN NATIONALS

Travellers of foreign nationality, including those resident in France, as well as holders of more than one nationality, must without fail contact the consulates and embassies of the countries of transit and destination — and, in the case of travel to or from France, the French authorities — in order to ascertain the formalities applicable to them, which may differ appreciably from those imposed on French nationals. It is for them to check the validity of their residence permit, their return visa and their travel documents. FAR AWAY may not be held liable for the consequences of a failure to comply with these formalities, nor for the refusal or late issue of a visa or travel authorisation by a competent authority.

17.3 TRAVEL DOCUMENTS

A passport in good condition, valid for at least six months beyond the return date, is required for most destinations outside the European Union. For travel within the European Economic Area and Switzerland, a valid national identity card in good condition may suffice. Electronic travel authorisations (ESTA, eTA, ETIAS, K-ETA and equivalents) must be obtained by the Traveller within the prescribed time limits.

17.4 MINORS

Bookings for minors must be signed by a person holding parental authority or by the legal guardian. Any minor resident in France travelling without a person holding parental authority must carry identification in his or her own name, a signed exit authorisation and a copy of the signatory's identity document. A parent travelling alone with his or her child is invited to check, in the light of his or her personal circumstances, that no court decision restricts departure from the territory.

Certain destinations require additional documents (translated birth certificates, notarised authorisations): it is for the Traveller to make enquiries in this respect.

17.5 RECOMMENDATIONS

FAR AWAY invites Travellers to consult, up until the day of departure, the **Travel Advice** issued by the French Ministry for Europe and Foreign Affairs, the health recommendations of the Institut Pasteur and of the World Health Organization, and to register with the Ariane service. Travellers who are not French nationals are invited to consult the equivalent recommendations published by the authorities of their country of nationality or residence.

Article 18 — Fitness to travel, accessibility and particular needs

It is for the Traveller to satisfy himself or herself, consulting a doctor if necessary, of his or her fitness to undertake the intended trip, in particular where it includes stages at altitude, physical activities or long journeys, or takes place far from any medical infrastructure.

The Traveller shall inform FAR AWAY, **before the contract is concluded**, of any limitation of mobility, any disability, any medical condition, any allergy and any mandatory dietary requirement, so that the suitability of the trip for his or her needs may be verified and the services adapted so far as possible. In the absence of such prior information, the Traveller may not invoke a lack of conformity based on the unsuitability of the services for his or her particular needs. FAR AWAY reserves the right to refuse a booking where the intended trip presents disproportionate risks for the person concerned, and will in that case propose a suitable alternative where one exists.

Article 19 — Insurance

19.1 ASSISTANCE, PERSONAL ACCIDENT, ILLNESS AND REPATRIATION — INCLUDED

All trips and services sold by FAR AWAY automatically include **assistance, personal accident, illness and repatriation** cover, at no additional cost. It covers in particular medical repatriation, medical expenses abroad, assistance in the event of death, baggage, curtailment, personal accident and personal liability abroad, within the limits, amounts and excesses set out in the information notice provided before departure and published at far-away-tours.com/assurances.

Assistance services must be arranged **with the prior agreement of the assistance provider**: any expense incurred without first contacting the assistance centre, available 24 hours a day, is not reimbursed afterwards.

19.2 CANCELLATION AND FIXED PRICE — OPTIONAL

FAR AWAY offers, on an optional basis, **cancellation and fixed-price** cover at a rate of **5% of the total price of the trip, transport included**. It must be taken out on the day of booking, and in any event before the scale of termination fees set out in clause 10.2 has begun to run; after that point it can no longer be taken out. Taking out this cover also makes the contract price firm and non-revisable, by way of derogation from clause 6.4.

A Traveller who declines this cover acknowledges having been informed of its scope and accepts the consequences of cancelling at their own expense, in accordance with the scale set out in clause 10.2.

19.3 COMMON PROVISIONS

Insurance premiums are payable in full when the policy is taken out and are **under no circumstances refundable**. A Traveller who already holds pre-existing cover for the same risks has a period within which to cancel, on the terms laid down by the French Insurance Code, provided that no cover has been called upon.

Claim notifications and requests for indemnification must be sent **directly to the insurer**, which alone decides whether the claim is accepted; FAR AWAY assists the Traveller in assembling the file but does not act in their place. Notifying a claim to the insurer does not relieve the Traveller of the obligation to notify FAR AWAY of the cancellation in writing: only the date on which that notification is received determines the scale of fees that applies.

Details of the cover, amounts, excesses and exclusions are set out in the information notice. Only the general and specific policy wording is binding.

Article 20 — Purchases made locally and tips

Purchases made locally are the sole responsibility of the Traveller, including where they are made on the advice of a guide or a local representative. Tipping practice varies from one destination to another; it remains entirely at the Traveller's discretion and no amount may be imposed upon them.

Article 21 — Photographs and image rights

The photographs and videos appearing in FAR AWAY's promotional materials are illustrative of landscapes, atmospheres and categories of service, and have no contractual value; only the written description of the trip is binding upon the Agency.

FAR AWAY may use images taken during a trip to illustrate its presentation materials. Such use is subject to the prior consent of any identifiable persons. Any person may object to such use, whether before or after the trip, by simple request sent to contact@far-away-tours.com.

Article 22 — Complaints, customer service and mediation

Any lack of conformity observed during the trip must be reported without delay, in accordance with Article 12, so that FAR AWAY may remedy it on the spot.

Any complaint made after the trip shall be sent in writing, together with supporting documents, as soon as possible on return, to **FAR AWAY — Service Client, 12 avenue Charles de Gaulle, 31130 Balma, France** or to contact@far-away-tours.com. FAR AWAY will acknowledge receipt and will endeavour to provide a reasoned reply within thirty days.

Failing a satisfactory reply within sixty days of the written complaint being sent, a consumer Traveller may refer the matter free of charge to the **Médiateur du Tourisme et du Voyage** (the French travel and tourism ombudsman) — MTV Médiation Tourisme Voyage, BP 80 303, 75823 Paris Cedex 17, France — the referral procedure for which is set out at www.mtv.travel. Referral to the ombudsman requires a prior written complaint to FAR AWAY and must be made within one year of that complaint. Mediation is free of charge for the Traveller and optional; each party remains free to accept or reject the solution proposed by the ombudsman.

A Traveller resident in another Member State of the European Union may also contact the **European Consumer Centre France** (www.europe-consommateurs.eu) for cross-border disputes. The European online dispute resolution platform ceased operating on 20 July 2025 pursuant to Regulation (EU) 2024/3228 and can no longer be used.

Article 23 — Personal data

The data provided in connection with a quotation request or a booking is collected and processed by LCPA / FAR AWAY, as data controller, for the following purposes: processing and following up requests; concluding and performing the contract; invoicing and debt recovery; complying with legal and regulatory obligations; and — subject to the Traveller's consent where such consent is required — sending commercial information.

Strictly necessary data is passed to the providers involved in delivering the trip (carriers, hoteliers, ground handlers, insurers, technical and payment service providers), including where they are located outside the European Union. In such cases, FAR AWAY ensures that the transfer is subject to appropriate safeguards within the meaning of the GDPR. Certain data may have to be disclosed to the authorities of transit and destination countries pursuant to their own regulations (passenger data, entry formalities).

Data is retained for such time as is necessary for the performance of the services and, thereafter, for the statutory retention periods. In accordance with Regulation (EU) 2016/679 (GDPR) and the French Data Protection Act No. 78-17 of 6 January 1978, as amended, the Traveller has a right of access, rectification, erasure, restriction, objection and portability, together with the right to give directions as to the fate of their data after their death. These rights may be exercised by writing to contact@far-away-tours.com. The Traveller may lodge a complaint with the CNIL (French data protection authority). They may also register free of charge with Bloctel, the French telephone marketing opt-out list.

Article 24 — Governing law, language and jurisdiction

These conditions and the contracts referring to them are governed by **French law**, and in particular by the provisions of the French Tourism Code transposing Directive (EU) 2015/2302. This choice of law does not deprive a consumer Traveller habitually resident in another State of the protection afforded to them by the mandatory provisions of the law of that State, in accordance with Regulation (EC) No 593/2008, known as “Rome I”.

These conditions are drafted in French and may be translated into English and Spanish for the convenience of Travellers.

In the event of any discrepancy of interpretation between the versions, the French version shall prevail.

Failing an amicable settlement, disputes shall fall within the jurisdiction of the competent French courts. A consumer Traveller may, at their option, bring proceedings before the court of the place where they were resident at the time the contract was concluded or at the time the harmful event occurred, in accordance with Article R. 631-3 of the French Consumer Code.

Article 25 — Severability and no waiver

Should any of the provisions of these conditions be declared void, deemed unwritten or of no effect, the remaining provisions shall retain their full force and scope. The fact that FAR AWAY does not, at any given time, rely upon any of these provisions may not be construed as a waiver of its right to rely upon them at a later date.

Article 26 — Version and updates

The applicable conditions are those in force on the date of signature of the sales contract, a copy of which is provided to the Traveller and retained by FAR AWAY. The online version may be amended at any time in respect of future bookings. Version in force as at **1 September 2026**.

Title II — Special conditions of sale

The special conditions set out below supplement the general conditions and apply according to the nature of the service sold, as identified in the Quotation and the contract of sale. In the event of any conflict, they shall prevail over the general conditions.

SCS A — Packages and tailor-made trips

A.1 SCOPE

This section applies to packages sold to travellers individually, as a family or in a small party (ten persons at most), whether the itinerary is one offered by FAR AWAY or a trip designed entirely to order.

A.2 DEVELOPMENT OF THE PROJECT

The design of a tailor-made trip presupposes preliminary discussions. Before entering into any commitment, FAR AWAY may require the payment of a **study deposit** where the project calls for in-depth research or the involvement of local correspondents. This deposit is deducted in full from the price of the trip if the trip is confirmed; it shall be retained by the

Agency if the project is abandoned. Its amount and the terms of its payment are notified in writing before any payment is made.

A.3 DESIGN FEES

The fees follow the progressive scale published at far-away-tours.com/nos-honorairees, applied in bands. They are invoiced upon confirmation of the trip, appear separately on the Quotation and on the invoice, and are non-refundable in the event of termination of the contract by the Traveller.

A.4 LATE BOOKINGS

Any booking confirmed less than fifteen days before the departure date shall give rise to the invoicing of an urgency charge in the amount of €200 per booking file, in addition to the fees.

A.5 CRUISES AND SPECIFIC MODULES

Cruises, luxury trains, safaris, remote lodges, seasonal camps and event services are subject to cancellation conditions specific to each operator, generally stricter than the scale set out in Article 10.2. Those conditions are substituted for the general scale in respect of the portion of the price concerned and are expressly set out in the contract of sale.

A.6 EXTENSIONS AND CHANGES MADE LOCALLY

Any additional service or change decided upon locally and not arranged through FAR AWAY is concluded directly between the Traveller and the supplier, under the Traveller's sole responsibility, and is paid for locally. No service provided for in the contract and not used as a result of such an addition shall be refunded.

SCS B — Groups, incentives, seminars and corporate events

B.1 SCOPE

This section applies to projects bringing together **more than ten participants**, as well as to business travel, incentives, seminars, conventions, social and economic committees and private events (weddings, birthdays, family gatherings). The Client is the natural or legal person signing the contract; the participants are not parties to the contract.

B.2 PRICE AND REMUNERATION

The price is established on an overall basis, inclusive of margin, on the basis of the number of participants notified, the dates and all the services described in the Quotation. It is indivisible: any variation in the number of participants, in the dates, in the level of services or in the exchange rate shall result in the price being recalculated. Prices per person are given for a specific participation basis; below that basis, the unit price shall be revised.

B.3 PAYMENT SCHEDULE

Unless otherwise stipulated in the contract, the applicable schedule is as follows: **30% on signature, 40% 60 days before departure, balance 30 days before departure**. Non-refundable services and deposits required by suppliers (exclusive hire, events, charters) are invoiced in addition and fall due on the date on which they are called for from FAR AWAY.

B.4 NUMBER OF PARTICIPANTS, ROOMING LIST AND PASSENGER INFORMATION

The Client shall provide the final list of participants by name, the rooming list and the information required by carriers and by the authorities no later than **45 days before departure**, or by any earlier date imposed by a supplier and stated in the contract. Any subsequent change is subject to availability and shall give rise to the invoicing of the corresponding charges.

B.5 REDUCTION IN THE NUMBER OF PARTICIPANTS AND TERMINATION

Any reduction in the number of participants shall be treated as a partial termination. Save for specific conditions stated in the contract, the applicable charges are as follows, calculated on the price of the participants withdrawn:

DATE OF WRITTEN NOTIFICATION	CHARGES
More than 90 days before departure	15% of the total price
From 89 to 60 days before departure	35% of the total price
From 59 to 30 days before departure	60% of the total price
From 29 to 15 days before departure	85% of the total price
Less than 15 days before departure	100% of the total price

Exclusively hired services, spaces reserved on an exclusive basis, event services and chartered transport remain payable in full (100%) as soon as they are confirmed, irrespective of the scale set out above.

B.6 THE CLIENT'S RESPONSIBILITY AND THE CONDUCT OF PARTICIPANTS

The Client warrants that the participants will comply with safety rules, with the internal regulations of establishments and with the instructions of tour leaders. FAR AWAY and its suppliers may exclude from an activity, without refund, any participant whose conduct jeopardises the safety, the peace and quiet or the proper performance of the programme. Damage caused by a participant shall be invoiced to the Client. The Client shall ensure that the participants hold suitable insurance cover and that the personal data which it transmits to FAR AWAY has been obtained lawfully, in its capacity as data controller in so far as it is concerned.

B.7 PROGRAMME AND ADJUSTMENTS

Outdoor activities, boat trips, helicopter or hot-air balloon flights and open-air events may be cancelled or postponed for reasons of safety or weather, at the supplier's decision. FAR AWAY shall then offer a substitute activity or, failing that, refund the corresponding portion of the price, to the exclusion of any other compensation.

SCS C — Private aviation

C.1 SCOPE AND THE CAPACITY IN WHICH FAR AWAY ACTS

This section applies to flights operated on request aboard chartered aircraft. FAR AWAY **is not an air carrier and does not operate any aircraft**. It acts as an intermediary on behalf of the Client with brokers and with operators holding an air operator certificate (AOC). The contract of carriage is concluded between the Client and the operator selected, on that operator's conditions, which are communicated to the Client and which the Client accepts by confirming the flight. Where the flight is sold as part of a package comprising other travel services, the provisions relating to packages apply to the package as a whole.

C.2 QUOTATION AND CONFIRMATION

Private aviation quotations are issued subject to the availability of the aircraft and of the crew at the time of confirmation, and subject to obtaining overflight permits, airport slots and ground handling services. The availability of an aircraft cannot be guaranteed until the charter contract has been signed and paid for. A quotation is generally valid for **a few hours**, and its period of validity is always stated on the proposal.

C.3 PRICE AND REMUNERATION

The price comprises the items expressly listed in the quotation. Unless otherwise stated, it does not include: passenger taxes, airport charges and navigation charges invoiced after the flight, ground handling and de-icing charges, parking charges and crew overnight costs resulting from a change of programme, special catering, the carriage of animals, unforeseen ferry or positioning flights, or additional costs arising from ground waiting time attributable to the passengers. These items are re-invoiced at actual cost after the flight. FAR AWAY's remuneration takes the form of a **fixed flat coordination fee per flight**, stated in the quotation; it is earned as soon as the flight is confirmed.

C.4 PAYMENT

The price of the flight is payable **in full and by bank transfer** before departure, within the period stated in the quotation, generally no later than 48 hours before take-off; the operator may refuse to operate a flight which has not been paid for. Post-flight charges are invoiced on receipt of the operator's statement and are payable on receipt.

C.5 CANCELLATION AND MODIFICATION

The cancellation conditions are those of the operator and are communicated to the Client before confirmation. In the absence of more favourable conditions granted by the operator, the following scale applies:

DATE OF WRITTEN NOTIFICATION	CHARGES
More than 14 days before departure	25% of the price of the flight
From 13 to 7 days before departure	50% of the price of the flight
From 6 to 3 days before departure	75% of the price of the flight
Less than 72 hours before departure	100% of the price of the flight

The FAR AWAY flat coordination fee remains earned in all cases. Any change of schedule, of aerodrome, of routing or of the number of passengers is subject to the operator's agreement and may result in the price being recalculated.

C.6 SAFETY AND THE AUTHORITY OF THE PILOT-IN-COMMAND

The **pilot-in-command is the sole judge** of whether, and on what terms, the flight is to be operated. The pilot-in-command may at any time delay, divert, interrupt or cancel a flight for reasons of safety, weather, operational limitations, crew flight-time and rest limitations, or by reason of a decision of an aviation authority. Such decisions cannot give rise to any compensation beyond the refund of the portion of the price corresponding to the services not performed. In such circumstances, FAR AWAY shall endeavour to find an alternative solution, any additional cost of which shall be borne by the Client.

C.7 PASSENGERS, BAGGAGE AND FORMALITIES

The Client shall provide the full identity, date of birth, nationality and travel documents of each passenger within the time limits required by the operator and by the authorities. Baggage-carrying capacity is limited by the type of aircraft and is set by the operator; oversized baggage, sports equipment and animals must be declared at the time of booking and accepted by the operator. Police, customs and health formalities remain the responsibility of the passengers, including at aerodromes which do not have a permanent border post, the opening of which may be subject to prior notice and to charge.

C.8 INSURANCE AND LIABILITY

Liability for carriage is that of the operator, within the limits laid down by the Montreal Convention and by Regulation (EC) No 2027/97 as amended. Private charter flights do not fall within the scope of Regulation (EC) No 261/2004. FAR AWAY, in its capacity as intermediary, is answerable for the care taken in the selection of the operator and in the organisation of the mission, but not for the performance of the flight itself. It is strongly recommended that individual accident and cancellation insurance be taken out.

SCS D — Stand-alone travel services and linked travel arrangements

D.1 STAND-ALONE TRAVEL SERVICES

Where FAR AWAY sells a **single travel service** — an air or rail ticket alone, a hotel night alone, a car hire alone, a transfer alone, or tickets for a show or an event — it acts as an agent in the name and on behalf of the supplier. Such a service does not constitute a package and does not give rise to the protection attaching to packages.

The supplier's own conditions — as to fares, changes, cancellation, baggage and liability — apply in full and are communicated to the Client before booking. FAR AWAY is answerable for any fault committed in the performance of its mandate (accuracy of the booking, transmission of information, issue of the tickets), but not for the performance of the service itself.

Booking fees, earned as soon as the tickets are issued, are charged in addition to the price of the service: domestic flight €50, medium-haul €70, long-haul €80, Premium cabins and above €100 per ticket; other stand-alone services on quotation. Tickets issued are payable in full on issue.

D.2 LINKED TRAVEL ARRANGEMENTS

Where, during a single visit or a single contact, FAR AWAY facilitates the targeted booking of additional travel services from other traders under the conditions set out in Article L. 211-2 V of the French Tourism Code, the whole constitutes a **linked travel arrangement**. The traveller does **not** then benefit from the rights applying to packages: each supplier is responsible for the proper performance of its own service. FAR AWAY nevertheless holds insolvency protection covering the refund of the sums it has received and, where it is responsible for the carriage of passengers, the traveller's repatriation. The corresponding standard information form is provided to the traveller before the contract is concluded.

D.3 GIFT VOUCHERS

Gift vouchers issued by FAR AWAY are personal to the named beneficiary, valid for twelve months from the date of issue unless otherwise stated, non-refundable and not exchangeable for cash. They are applied against the price of a trip and not against design fees.

SCS E — Inbound France & Europe and international clientele

E.1 SCOPE

This section applies to services arranged by FAR AWAY **in France and in Europe** for travellers, agencies or companies established outside France, as well as to sales made to travellers resident abroad.

E.2 SALES TO A TRADE CUSTOMER

Where FAR AWAY sells its services to a travel professional (travel agency, tour operator, event organiser) who resells them to its own customers, that professional acts as organiser or retailer towards those customers and assumes the corresponding information and liability obligations. These conditions then govern the relations between FAR AWAY and that professional only; the provisions specific to consumer travellers (termination without fees, consumer mediation, protection under the law of the country of residence) do not apply to it, and a framework agreement may derogate from them.

E.3 SALES TO A TRAVELLER RESIDENT ABROAD

A consumer traveller resident outside France retains the benefit of the mandatory provisions of the law of his or her country of habitual residence, in accordance with Regulation (EC) No 593/2008 ("Rome I"). Services performed in France remain subject to French law and taxation.

E.4 CURRENCY, PAYMENT AND BANK CHARGES

Prices are set and invoiced **in euros (EUR) or in United States dollars (USD)**, according to the currency stated on the Quotation and on the travel contract. Payment is made in the currency of invoicing; any equivalent quoted in another currency is given for information purposes only. International transfer charges, currency exchange charges and correspondent bank charges are borne by the Client: the amount credited to FAR AWAY's account must correspond to the amount invoiced, failing which the difference remains due. Payments by card issued outside the European Economic Area may give rise to processing charges, notified before validation.

E.5 ENTRY FORMALITIES FOR FRANCE AND THE SCHENGEN AREA

It is for travellers who are not nationals of the European Union to obtain, before departure, the visas, travel authorisations and insurance required for entry into and stay within the Schengen Area and the other countries visited. FAR AWAY may, on request, issue the booking confirmation letters needed for a visa application; the issue of such documents in no way prejudices the decision of the consular authorities. **The refusal, delay or withdrawal of a visa does not constitute an unavoidable and extraordinary circumstance** and does not give rise to a right to terminate without fees: the scale set out in Article 10.2 applies. Taking out cancellation insurance covering visa refusal is strongly recommended.

E.6 LANGUAGE OF SERVICES AND GUIDING

The language in which guiding, escorted visits and assistance are provided is specified in the contract. Unless otherwise stated, travel documents are issued in French, English or Spanish. The availability of guides in a given language can be guaranteed only once it has been confirmed in writing in the contract.

E.7 INSURANCE AND HEALTH COVER

Travellers who are not affiliated to a European social security scheme must hold insurance covering medical expenses and repatriation for the whole of their stay in France and in Europe. Such cover is a condition of entry into the Schengen Area for many nationalities.

Annex 1 — Standard information form for package travel contracts

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 and Article L. 211-2 II of the French Tourism Code. Therefore, you will benefit from all EU rights applying to packages, as transposed into the French Tourism Code. **LCPA — FAR AWAY** will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, LCPA — FAR AWAY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

Key rights under Directive (EU) 2015/2302 as transposed into the French Tourism Code:

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices) and if expressly provided for in the contract, and in any event not later than twenty days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels it, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser or the retailer has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured.

LCPA — FAR AWAY has taken out insolvency protection with the **APST — Association Professionnelle de Solidarité du Tourisme**, 15 avenue Carnot, 75017 Paris, France, +33 (0)1 44 09 25 35, info@apst.travel. Travellers may contact this body if services are denied because of the insolvency of LCPA — FAR AWAY.

The French legislation transposing Directive (EU) 2015/2302 is available at www.legifrance.gouv.fr, under “Les codes en vigueur” / “Code du tourisme”.

Annex 2 — Standard information form for linked travel arrangements

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday through LCPA — FAR AWAY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

Therefore, LCPA — FAR AWAY will not be responsible for the proper performance of those additional travel services. In case of problems, please contact the relevant service provider.

However, if you book any additional travel services during the same visit to or contact with LCPA — FAR AWAY, those travel services will become part of a linked travel arrangement. In that case, LCPA — FAR AWAY has, as required by EU law, protection in place to refund your payments to it for services not performed because of its insolvency and, where necessary, to ensure your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

LCPA — FAR AWAY has taken out insolvency protection with the APST, 15 avenue Carnot, 75017 Paris, France, +33 (0)1 44 09 25 35, info@apst.travel. Travellers may contact this body if services are denied because of the insolvency of LCPA — FAR AWAY.

Annex 3 — Provisions of the French Tourism Code

In accordance with Article R. 211-12 of the French Tourism Code, the general conditions of sale set out in Articles R. 211-3 to R. 211-11 of that Code are deemed to form an integral part of these conditions. They are reproduced below in the version in force since 1 July 2018 (Decree No. 2017-1871 of 29 December 2017) and may be freely consulted at www.legifrance.gouv.fr.

The following provisions of the French Tourism Code are reproduced in their official French version, which alone is authentic. An English translation is available on request and has no legal value.

ARTICLE R. 211-3

Toute offre et toute vente des prestations mentionnées à l'article L. 211-1 donnent lieu à la remise de documents appropriés qui répondent aux règles définies par la présente section.

ARTICLE R. 211-3-1

L'échange d'informations précontractuelles ou la mise à disposition des conditions contractuelles est effectué par écrit. Ils peuvent se faire par voie électronique. Sont mentionnés le nom ou la raison sociale et l'adresse de l'organisateur ou du détaillant ainsi que l'indication de son immatriculation au registre prévu à l'article L. 141-3 ou, le cas échéant, le nom, l'adresse et l'indication de l'immatriculation de la fédération ou de l'union mentionnées au deuxième alinéa de l'article R. 211-2.

ARTICLE R. 211-4

Préalablement à la conclusion du contrat, l'organisateur ou le détaillant doit communiquer au voyageur les informations suivantes :

1° Les caractéristiques principales des services de voyage :

- a) La ou les destinations, l'itinéraire et les périodes de séjour, avec les dates et, lorsque le logement est compris, le nombre de nuitées comprises ;
- b) Les moyens, caractéristiques et catégories de transport, les lieux, dates et heures de départ et de retour, la durée et le lieu des escales et des correspondances. Lorsque l'heure exacte n'est pas encore fixée, l'organisateur ou le détaillant informe le voyageur de l'heure approximative du départ et du retour ;
- c) La situation, les principales caractéristiques et, s'il y a lieu, la catégorie touristique de l'hébergement en vertu des règles du pays de destination ;
- d) Les repas fournis ;
- e) Les visites, les excursions ou les autres services compris dans le prix total convenu pour le contrat ;
- f) Lorsque cela ne ressort pas du contexte, si les services de voyage éventuels seront fournis au voyageur en tant que membre d'un groupe et, dans ce cas, si possible, la taille approximative du groupe ;
- g) Lorsque le bénéfice d'autres services touristiques fournis au voyageur repose sur une communication verbale efficace, la langue dans laquelle ces services seront fournis ;
- h) Des informations sur le fait de savoir si le voyage ou le séjour de vacances est, d'une manière générale, adapté aux personnes à mobilité réduite et, à la demande du voyageur, des informations précises sur l'adéquation du voyage ou du séjour de vacances aux besoins du voyageur ;

2° La dénomination sociale et l'adresse géographique de l'organisateur et du détaillant, ainsi que leurs coordonnées téléphoniques et, s'il y a lieu, électroniques ;

3° Le prix total incluant les taxes et, s'il y a lieu, tous les frais, redevances ou autres coûts supplémentaires, ou, quand ceux-ci ne peuvent être raisonnablement calculés avant la conclusion du contrat, une indication du type de coûts additionnels que le voyageur peut encore avoir à supporter ;

4° Les modalités de paiement, y compris le montant ou le pourcentage du prix à verser à titre d'acompte et le calendrier pour le paiement du solde, ou les garanties financières à verser ou à fournir par le voyageur ;

5° Le nombre minimal de personnes requis pour la réalisation du voyage ou du séjour et la date limite mentionnée au III de l'article L. 211-14 précédant le début du voyage ou du séjour pour une éventuelle résolution du contrat au cas où ce nombre ne serait pas atteint ;

6° Des informations d'ordre général concernant les conditions applicables en matière de passeports et de visas, y compris la durée approximative d'obtention des visas, ainsi que des renseignements sur les formalités sanitaires, du

pays de destination ;

7° Une mention indiquant que le voyageur peut résoudre le contrat à tout moment avant le début du voyage ou du séjour, moyennant le paiement de frais de résolution appropriés ou, le cas échéant, de frais de résolution standard réclamés par l'organisateur ou le détaillant, conformément au I de l'article L. 211-14 ;

8° Des informations sur les assurances obligatoires ou facultatives couvrant les frais de résolution du contrat par le voyageur ou sur le coût d'une assistance, couvrant le rapatriement, en cas d'accident, de maladie ou de décès.

En ce qui concerne les forfaits définis au e du 2° du A du II de l'article L. 211-2, l'organisateur ou le détaillant et le professionnel auxquels les données sont transmises veillent à ce que chacun d'eux fournisse, avant que le voyageur ne soit lié par un contrat, les informations énumérées au présent article dans la mesure où celles-ci sont pertinentes pour les services de voyage qu'ils offrent.

Le formulaire par lequel les informations énumérées au présent article sont portées à la connaissance du voyageur est fixé par arrêté conjoint du ministre chargé du tourisme et du ministre chargé de l'économie et des finances. Cet arrêté précise les informations minimales à porter à la connaissance du voyageur lorsque le contrat est conclu par téléphone.

ARTICLE R. 211-5

Les informations mentionnées aux 1°, 3°, 4°, 5° et 7° de l'article R. 211-4 communiquées au voyageur font partie du contrat et ne peuvent être modifiées que dans les conditions définies à l'article L. 211-9.

ARTICLE R. 211-6

Le contrat doit comporter, outre les informations définies à l'article R. 211-4, les informations suivantes :

1° Les exigences particulières du voyageur que l'organisateur ou le détaillant a acceptées ;

2° Une mention indiquant que l'organisateur ainsi que le détaillant sont responsables de la bonne exécution de tous les services de voyage compris dans le contrat conformément à l'article L. 211-16 et qu'ils sont tenus d'apporter une aide au voyageur s'il est en difficulté, conformément à l'article L. 211-17-1 ;

3° Le nom de l'entité chargée de la protection contre l'insolvabilité et ses coordonnées, dont son adresse géographique ;

4° Le nom, l'adresse, le numéro de téléphone, l'adresse électronique et, le cas échéant, le numéro de télécopieur du représentant local de l'organisateur ou du détaillant, d'un point de contact ou d'un autre service par l'intermédiaire duquel le voyageur peut contacter rapidement l'organisateur ou le détaillant et communiquer avec lui de manière efficace, demander une aide si le voyageur est en difficulté ou se plaindre de toute non-conformité constatée lors de l'exécution du voyage ou du séjour ;

5° Une mention indiquant que le voyageur est tenu de communiquer toute non-conformité qu'il constate lors de l'exécution du voyage ou du séjour conformément au II de l'article L. 211-16 ;

6° Lorsque des mineurs, non accompagnés par un parent ou une autre personne autorisée, voyagent sur la base d'un contrat comprenant un hébergement, des informations permettant d'établir un contact direct avec le mineur ou la personne responsable du mineur sur le lieu de séjour du mineur ;

7° Des informations sur les procédures internes de traitement des plaintes disponibles et sur les mécanismes de règlement extrajudiciaire des litiges et, s'il y a lieu, sur l'entité dont relève le professionnel et sur la plateforme de règlement en ligne des litiges prévue par le règlement (UE) n° 524/2013 du Parlement européen et du Conseil ;

8° Des informations sur le droit du voyageur de céder le contrat à un autre voyageur conformément à l'article L. 211-11.

En ce qui concerne les forfaits définis au e du 2° du A du II de l'article L. 211-2, le professionnel auquel les données sont transmises informe l'organisateur ou le détaillant de la conclusion du contrat donnant lieu à la création d'un forfait. Le professionnel lui fournit les informations nécessaires pour lui permettre de s'acquitter de ses obligations en tant

qu'organisateur. Dès que l'organisateur ou le détaillant est informé de la création d'un forfait, il fournit au voyageur, sur un support durable, les informations mentionnées aux 1° à 8°.

ARTICLE R. 211-7

Le voyageur peut céder son contrat à un cessionnaire qui remplit les mêmes conditions que lui pour effectuer le voyage ou le séjour, tant que ce contrat n'a produit aucun effet.

Sauf stipulation plus favorable au cédant, celui-ci est tenu d'informer l'organisateur ou le détaillant de sa décision par tout moyen permettant d'en obtenir un accusé de réception au plus tard sept jours avant le début du voyage. Cette cession n'est soumise, en aucun cas, à une autorisation préalable de l'organisateur ou du détaillant.

ARTICLE R. 211-8

Lorsque le contrat comporte une possibilité expresse de révision du prix, dans les limites prévues à l'article L. 211-12, il mentionne les modalités précises de calcul, tant à la hausse qu'à la baisse, des variations des prix, notamment le montant des frais de transport et taxes y afférentes, la ou les devises qui peuvent avoir une incidence sur le prix du voyage ou du séjour, la part du prix à laquelle s'applique la variation, ainsi que le cours de la ou des devises retenu comme référence lors de l'établissement du prix figurant au contrat.

En cas de diminution du prix, l'organisateur ou le détaillant a le droit de déduire ses dépenses administratives réelles du remboursement dû au voyageur. A la demande du voyageur, l'organisateur ou le détaillant apporte la preuve de ces dépenses administratives.

ARTICLE R. 211-9

Lorsque, avant le départ du voyageur, l'organisateur ou le détaillant se trouve contraint d'apporter une modification à l'un des éléments essentiels du contrat, s'il ne peut pas satisfaire aux exigences particulières mentionnées au 1° de l'article R. 211-6, ou en cas de hausse du prix supérieure à 8 %, il informe le voyageur dans les meilleurs délais, d'une manière claire, compréhensible et apparente, sur un support durable :

- 1° Des modifications proposées et, s'il y a lieu, de leurs répercussions sur le prix du voyage ou du séjour ;
- 2° Du délai raisonnable dans lequel le voyageur doit communiquer à l'organisateur ou au détaillant la décision qu'il prend ;
- 3° Des conséquences de l'absence de réponse du voyageur dans le délai fixé ;
- 4° S'il y a lieu, de l'autre prestation proposée, ainsi que de son prix.

Lorsque les modifications du contrat ou la prestation de substitution entraînent une baisse de qualité du voyage ou du séjour ou de son coût, le voyageur a droit à une réduction de prix adéquate.

Si le contrat est résolu et le voyageur n'accepte pas d'autre prestation, l'organisateur ou le détaillant rembourse tous les paiements effectués par le voyageur ou en son nom dans les meilleurs délais et en tout état de cause au plus tard quatorze jours après la résolution du contrat, sans préjudice d'un dédommagement en application de l'article L. 211-17.

ARTICLE R. 211-10

L'organisateur ou le détaillant procède aux remboursements requis en vertu des II et III de l'article L. 211-14 ou, au titre du I de l'article L. 211-14, rembourse tous les paiements effectués par le voyageur ou en son nom moins les frais de résolution appropriés. Ces remboursements au profit du voyageur sont effectués dans les meilleurs délais et en tout état de cause dans les quatorze jours au plus tard après la résolution du contrat.

Dans le cas prévu au III de l'article L. 211-14, l'indemnisation supplémentaire que le voyageur est susceptible de recevoir est au moins égale à la pénalité qu'il aurait supportée si l'annulation était intervenue de son fait à cette date.

ARTICLE R. 211-11

L'aide due par l'organisateur ou le détaillant en application de l'article L. 211-17-1 consiste notamment :

1° A fournir des informations utiles sur les services de santé, les autorités locales et l'assistance consulaire ;

2° A aider le voyageur à effectuer des communications longue distance et à trouver d'autres prestations de voyage.

L'organisateur ou le détaillant est en droit de facturer un prix raisonnable pour cette aide si cette difficulté est causée de façon intentionnelle par le voyageur ou par sa négligence. Le prix facturé ne dépasse en aucun cas les coûts réels supportés par l'organisateur ou le détaillant.