

► General conditions of sale ► ► ► ► ► ► ► ►

Decree N°94-440 dated 15 June 1994 by application of Article 31 of the Act N°92-645 dated 13 July 1992 which sets out the conditions relating to the organisation and the sale of travel and accommodation.

ART 95

Subject to the exclusions set out in the first two paragraphs (a & b) of Article 14 of the Act dated 13 July 1992 already mentioned, all offers and sales of travel or accommodation must be accompanied by the appropriate documents which must comply with the regulations herein defined.

Regarding the sale of airline tickets or tickets issued by regular carriers not accompanied by such provisions, the Seller must supply the Buyer with one or several tickets covering the entire journey issued by the carrier or under his responsibility. In the case of transport «on demand», the name and address of the carrier, on behalf of whom the tickets are issued, must be mentioned.

Where several invoices are issued the entire trip, the Seller shall not be entitled to evade his obligations under these Conditions.

ART 96

Prior to concluding the contract, the Seller undertakes to communicate in writing, his name, address, and company registration number, as well as all information concerning prices, dates and other details relating to the services supplied during the journey or stay, such as:

- 1° Destination, means of transport to be provided, its characteristics and type.
- 2° Type of accommodation, location, quality, and main characteristics, as homologated and classified in compliance with the regulations and customs generally applied in the host country.
- 3° Meals to be supplied;
- 4° Description of the itinerary, as appropriate;
- 5° Administrative and health formalities required when, in particular, crossing borders, and the time needed to acquire them;
- 6° Visits, excursions, and other services included in the price, or available at extra cost;
- 7° Minimum or maximum number of people required to allow the trip to take place, and, should the trip be subject to a minimum number of participants, the date by which the end-user must be informed in case of cancellation; the above date cannot be less than 21 days from the date of departure.
- 8° Amount or percentage of the price to be paid as deposit on conclusion of the contract, as well as a schedule of payment for the remaining instalments.
- 9° Conditions concerning the review of prices as provided by the contract in application of Article 100 of this decree;
- 10° Conditions of cancellation of contractual nature;
- 11° Conditions of cancellation as defined in Articles 101, 102 and 103 thereafter;

12° Details concerning the risks covered and the amounts insured as defined in the insurance contract covering the travel agents' professional liabilities and the civil liabilities of charity associations and organisations as well as local tourist organisations;

13° Details concerning optional insurance in the event of cancellation or insurance contract covering individual risks, and in particular, the costs of bringing someone home in case of accident or illness;

ART 97

The Seller is bound by the information given to the client, unless it is indicated that the information is given subject to modification.

In this case, the Seller must clearly indicate the nature of these modifications and the circumstances in which they could be implemented.

In any case, any modification applied to the information already given must be given in writing to the client before the Contract is signed.

ART 98

The Contract signed between the Seller and the Buyer must be in writing, and comprise two copies, one of which must be given to the Buyer, signed by both parties. The Contract must include the following:

- 1° Name and address of the Seller, his guarantor and his insurer, as well as the name and address of the organiser.
- 2° Destination or destinations, and, in case of split journeys, the duration and dates of each period of travel;
- 3° Means, characteristics and classes of transport, dates, times and place of departure and return;
- 4° Type of accommodation, location, quality, and main characteristics, as homologated and classified in compliance with the regulations and customs generally applied in the host country.
- 5° Meals supplied;
- 6° Description of the itinerary, as appropriate;
- 7° Visits, excursions, and other services included in the price.
- 8° Total price invoiced plus details of any possible price review in compliance with the conditions set out in Article 100 thereafter;
- 9° Details of all charges and taxes relating to some services, e.g. port and airport taxes, and residence tax, when these are not included in the price of the service(s) offered;
- 10° A schedule of instalments, and terms of payment: the last instalment made by the Buyer cannot be less than 30% of the total journey price, and must be paid upon receipt of the travelling documents;
- 11° Special conditions as required by the Buyer and approved by the Seller;
- 12° Conditions concerning the Buyer's right to claim against the Seller in the event of the Contract not being executed or being badly executed, such claim must be addressed promptly to the Seller by recorded delivery, and eventually notified in writing to the trip organiser and to the supplier of services in question;

30 years of adventure

13° The deadline for informing the Buyer that the trip is cancelled by the Seller when such a trip is subject to a minimum number of participants, in accordance to paragraph 7° of Article 96 above;

14° Conditions of cancellation of contractual nature;

15° Conditions of cancellation as defined in Articles 101, 102 and 103 below;

16° Details concerning the risks covered and the amounts insured as defined in the insurance contract covering the Seller's liabilities;

17° Insurance details in the event of cancellation by the Buyer (policy number and insurer's name) as well as details concerning the assistance offered in special cases, and in particular, the costs of bringing someone home in case of accident or illness; in this case, the Seller must give the Buyer a document detailing at least all the risks covered and those excluded;

18° The deadline by which the Buyer must inform the Seller in the event of termination of the Contract;

19° At least ten days before departure, the Seller undertakes to supply the Buyer with the following information:

a) Name, address and telephone number of the Seller's local representative, or the names, addresses and telephone numbers of local organisations likely to assist the Client in difficulty, or failing that, a telephone number where the Seller can be contacted in an emergency.

b) For minors travelling abroad, a telephone number and address allowing direct contact with the child or the person responsible for his safety during his stay.

Art 99

The Buyer may transfer his contract to someone fulfilling the same travel and accommodation conditions, so long as the contract has not yet come into effect.

Except where otherwise stipulated, the original buyer must inform the Seller in writing by recorded delivery of his decision to transfer, at the latest 7 days before departure, or, if it is a cruise, 15 days before departure.

The transfer does not require the Seller's prior authorisation.

Art 100

If the Contract includes a price review clause, in compliance with the provisions stipulated in Article 19 of the Act dated 13 July 1992 mentioned above, it must also include the precise methods for reviewing prices (either increase or decrease), and in particular: the revised transport costs and corresponding taxes; the currency/currencies which may influence the price of travel or accommodation; the portion of the price affected by the modification; the rate of exchange used as a basis for the new calculations

Art 101

When, prior to departure, the Seller is forced to modify one or several parts of the Contract, e.g. a significant price increase, the Buyer may, without prejudice to any other rights and remedies, and after being informed by the Seller in writing by recorded delivery: either- terminate the Contract, in which case all sums already paid will immediately be reimbursed; or- accept the modification or the alternative trip offered to him as a substitute by the Seller, in which case an amendment to the Contract shall be made and signed by the parties; the balance due by the Buyer will be amended in the case of price reduction, and, if the payment already made by the Buyer, exceeds the price of the modified service, the excess must be refunded to the Buyer before the departure date.

Art 102

If, as indicated in Article 21 of the Act dated 13 July 1992 already referred to, the Seller cancels the trip before the planned departure date, he must inform the Buyer in writing by recorded delivery. The Buyer, without prejudice to his other rights and remedies, shall obtain from the Seller the immediate reimbursement of all monies already paid; the Buyer shall in these circumstances receive an indemnity at least equal to the penalty fee he would have had to pay should he have terminated the Contract on that date.

The conditions set out in this Article do not affect in any way the right to complete an amicable contract whereby the Buyer accepts a substitute journey or trip proposed by the Seller.

Art 103

If, after the Buyer's departure, the Seller can no longer supply a significant part of the services offered in the Contract corresponding to a significant percentage of the price paid by the Buyer, the Seller must immediately take the following measures without prejudice to other rights and remedies: either- offer alternative services and eventually bear any price supplement incurred. If the said services are accepted by the Buyer and are of inferior quality, the Seller shall reimburse the price difference on the Buyer's return; or- if he cannot offer an alternative service or if it is refused by the Buyer for valid reasons, the Seller shall offer the Buyer and without supplement, all transport ticketing necessary for his return, subject to the same conditions as the outward journey, either to the place of departure, or any other destination as agreed by both parties.

V.S.O.
Voyages Sport Organisation

G.I.E. V.S.O. Siège social : 2, rue Rouget de Lisle - F-92137 Issy-les-Moulineaux cedex
Tél. : +33 (0)1 41 33 14 85 - Fax : +33 (0)1 41 33 14 86 - Email : vso@aso.fr



Lisboa-Dakar
05/01/08 - 20/01/08



www.dakar.com