



## TERM AND CONDITIONS

### 1/ Preamble

Articles 95 to 103 taken from Decree number 94-490, dated June 15<sup>th</sup> 1994, in application of article 31 of Law 92-645 dated July 13<sup>th</sup> 1992, defining the terms of activity concerning the organisation and sale of travel packages or trips.

### 2/ Magellangue terms and conditions

These specific terms of sale are brought to the clients' attention before registration. They include pricing, terms and conditions of payment and cancellation conditions.

**Legal notice:** The official text is that which has been published in French. In case of litigation, please refer to the text in French, the English text is a translation for information only.

#### **Article 1: LITIGATION AND JURISDICTION**

Any claim concerning a travel package is to be made in writing and forwarded by registered mail as soon as possible and at the latest within 30 days following your return date. Any breach of this limitation will result in the cancellation of the claim. In case of dispute, only French Law will be enforced, and the only the French courts will hold official jurisdiction, and more specifically the Court of Montpellier.

#### **Article 2: FORMALITIES FOR ENTRY INTO FRANCE**

The FRENCH CONSULATE IN YOUR COUNTRY WILL HELP WITH YOUR APPLICATION FORMALITIES:

All foreigners wishing to visit France should be able to show the official documents necessary for the duration of their stay, proof of necessary finances and accommodation to French customs. In certain cases, a visa is required. You must apply for it at the French Consulate before your departure. This visa will only be issued on presentation of an official invitation delivered by Magellangue; this invitation will only be delivered after the payment of a 30% deposit has been made.

For other details concerning the necessary visa documentation, please contact the French Embassy or Consulate for your country of origin or your country of residence.

<http://www.diplomatie.gouv.fr>

<http://www.diplomatie.fr/venir/visas/>

<http://www.mfe.org/annuaires> : liste des Ambassades et Consulats français à l'étranger

**PLEASE NOTE :** We decline all responsibility for the consequences which may result from the loss or absence of any essential papers or valid visas (especially in case of extradition) and the traveller will not be able to claim any compensation.



### **Article 3: STARTING POINT FOR THE PACKAGES AND ACCOMODATION**

#### **1°/ Packages are scheduled to arrive and depart from Montpellier.**

The meeting point for the start of each package is Montpellier, or Montpellier Airport (Fréjorgues). For transfers from any airport to Montpellier, please check with Magellangue for organization information and traffic conditions.

#### **2°/ The hotels – gites**

As for most international travel, you may check in to your accomodation from 2pm on the day you arrive, and you must leave by 12pm on the day you leave.

It may sometimes be impossible to give you a single room, so the conditions of sharing a room must be specified on registration. In case of a special request for a double room occupied by one person, the client will have to pay a supplement.

The descriptions of the hotels and gites are given as an indication and they have no contract value. It may be, for instance, that for reasons beyond our control, the swimming pool of a hotel might be closed for maintenance works or that other facilities may not be available for clients at certain periods of the year.

Hotels are ranked using stars and gites are indicated with either wheat-sheafs or keys.

### **Article 4: REGISTRATION**

1°/ All registration implies the acceptance of the terms and conditions for theme packages as well as the acceptance of the pedagogy described on the site.

We accept bookings as long as there are vacancies. We recommend that you register well in advance so you can be in the group that best corresponds to your level of French.

**For under-18s, international conditions apply for any trip abroad. Parental authorization must be obtained.**

2°/ In order to book your package you must fill in the registration form.

On receipt of your registration form, you will be sent confirmation of registration by e-mail, fax or by post.

You will also receive a written test to fill in and to send back to us as soon as possible. There will be an oral test on the first day of your training.

3°/ To validate and complete your registration, you must pay a 30% deposit on the full price of your trip, along with your registration. **See terms and conditions of payment.**

**People with disabilities**, please contact us for individual information.



#### 4°/ Late registration

Registration is accepted up to three weeks before the beginning of the programme, in which case, the whole price of the package is to be paid at once.

### **Article 5 : PRICES AND TERMS OF PAYMENT**

#### 1°/ Prices

a) Prices are given as an indication per person, all taxes included (unless otherwise stated).

The prices include:

Level test and evaluation; teaching

Accommodation with a host family, in a hotel, in a bed and breakfast or gîte, on a full or half-board basis.

Entrance cost to museums and other tourist attractions

Entrance cost to shows or other entertainment events

#### ***b) The price does not include:***

The return trip from your country to Montpellier and back.

Personal expenses, drinks.

Insurance

c) Trips during your stay will be determined according to the number of people in your group and you will be notified 50 days before the beginning of your stay.

d) Possible price changes: Any modifications such as date changes, especially those including a change of season (high or low); changes in the price of fuel which may influence transport costs; a change in taxation, etc. may all imply a change in the price of your package.

#### 2°/ Terms of payment

In order to book your package, you must send Magellangue a deposit for the amount that corresponds to 30% of the full price of your package, 45 days before your arrival date.

All bank charges, including any transmitting bank charges, are to be paid by the client.

Payment for the cost of the trip is calculated on the basis of the Euro (€), and must be made in this European currency, any commission, transfer fees or charges are to be paid by the client.

When your deposit is received, your registration will be confirmed.

If you need a visa to come to France, an Official Invitation will be sent to you by post, express mail or by fax.



### **3°/ Deadline for final payment**

You must complete the payment for the full price of the trip 21 days before the planned arrival date.

### **4°/ Payment method**

Payment of the deposit or the full price that is due must either be paid by the client, in the case of a personal booking, or by the organizing agency or association, in case of an order through an intermediary.

a/ By credit transfer to

A voir avec Béatrice Biard

Société Générale 30003, bank office 01438, account n°: 00020709949, key : 21

IBAN : FR76 30003 01438 00020709949 21 BIC-ADRESSE SWIFT : SOGEFRPP

## **Article 6: CANCELLATION CONDITIONS prior to start date**

### **1°/ By the client**

Any kind of cancellation request must be made in written form no later than 40 days before your package begins. You may postpone your stay, please contact Magellangue if this is the case.

In case of cancellation of your trip, €60.00 in registration costs will be withdrawn from your deposit. The amount will depend on how soon you cancelled your order and will be as follows:

- 50% of the deposit if cancellation is requested between 38 and 30 days before departure.
- 100% of the deposit if cancellation is requested between 30 and 21 days before departure.
- 45% of the full price of the trip if cancellation is requested between 20 to 10 days before departure.
- 75% of the full price of the trip if cancellation is requested between 8 days and 48 hours before departure.
- 100% of the full price of the trip if cancellation is requested less than 48 hours before departure.
- NB: Whatever the cancellation time may be, in case of complete or partial cancellation, especially in the high season (in summer), during festivals, for amusement parks, etc. Magellangue will reimburse the client for the price of the trip, less the actual expenses, the amount of which will have been previously settled by the contracts between Magellangue and its regional partners.

It is strongly recommended to take out cancellation insurance.



## **2°/ By Magellangue**

### a) Before your stay.

- Magellangue reserves the right to cancel group packages if an insufficient number of people is registered (minimum 4) 30 days before the trip.
- In this case, Magellangue offers you the possibility to postpone your trip.

### b) During your stay.

- No refund will be made under any circumstances to those participants who arrive late for the programme or who leave the programme before the final date.
- Disruption of the programme: Magellangue reserves the right to refuse participation to anybody whose behaviour or way of dressing may disturb the normal running of the programme.

## **Article 7 : LIABILITIES AND INSURANCE:**

### 1°/ Liability

Magellangue promises to do its best by all means available to ensure that the programmes on offer are carried out in the best possible manner. Nevertheless, acting as a mediator, it cannot take responsibility in the case of unexpected events, natural disasters, that may occur after signing the present contract and that are a result of exceptional events that the two parties could not possibly foresee or prevent. Some of these events may be: flood, fire, earthquake, storm, landslide and other natural disasters as well as terrorist attacks, war, strikes in the locality or in the region, or a decision taken by a governmental institution on a local or national level which would make it impossible for the parties to fulfill their commitment.

### 2°/ Changes in the programme.

Magellangue reserves the right to make changes as regards hotels, trip itineraries or any programme originally planned, for operational reasons or for any other unforeseen event. Magellangue assures you that these activities or services will be replaced by similar ones. The confirmed and final programme will be provided at the beginning of your stay.

### 3°/ Insurance, Assistance and Civil Liability Insurance.

- To guarantee the reimbursement of medical treatment in case of illness, medical emergency, or accident during your stay, and/or to avoid advancing medical and/or repatriation fees, participants must take out medical insurance in their own country which will be valid throughout their stay in France.

We kindly ask you to bring an official certificate or any valid proof of this insurance.



On registration, we require that you note the name of your insurance company and the policy number so that your dossier can be registered.

- We also request that you take out civil liability insurance.
- You may also take out cancellation insurance.

#### 4°/ Luggage

- Magellangue declines all responsibility in case of theft (from people or of belongings) or loss of personal objects (small hand luggage, clothes, cameras, video cameras, etc) from hotels, restaurants, buses, sites visited, etc.
- We recommend that you take out insurance for loss or theft of luggage and any valuable objects.