

## **General Terms of Sale for TOURSUD**

### **Article 1 - Subject Matter and Scope**

This contract applies to non-urban public transportation of persons within France and Europe, or to any occasional service, performed by a transport operator by means of one or more vehicles.

The conditions under which these services are performed, notably applicable fares, must insure a fair compensation of the organizer and the transport operator that make it possible to cover real costs of the service performed when normal operation conditions are in place. Safety, quality, and compliance to regulation must be in place as set forth by French law number 82-1153 of December 30th, 1982, and in particular articles 6 through 9, as well as other implementation criteria. Thus, transport operations can never be conducted under conditions that are incompatible with regulation pertaining to work conditions and safety.

This contract pertains to the relationship between an order giver and the organizer. It automatically applies, as a whole or in part, if other written arrangements have not been made between the parties.

### **Article 2 – Definition of Terms**

It is understood that within the scope of this contract:

- "Order giver" is the party that concludes the transport contract with the organizer. The order giver can be the beneficiary of the transportation services or a third party in charge of arranging the service.
- The "organizer" is the company called TOURSUD which will, by virtue of this contract, takes all necessary measures to organize transport, under the conditions described in article 1, and for a fee, one or several persons and their luggage, from one defined point to another defined point.
- "Transport operator" is the transport company under contract with the organizer to perform a service on behalf of the organizer
- "Driver" is the person that drives the vehicle or is on board of the vehicle in order to drive the vehicle on a rotation.
- "Crew member" is a person that assists the driver. May perform duties as a host, steward or guide.
- "Passengers" are all the persons on board of the vehicle other than the driver.
- "Service" is any occasional service that includes the exclusive use of a vehicle for one or more passengers.
- "Transportation of children" is the regular transportation of persons under eighteen years of age.
- "Initial management" is the moment when the first passenger boards the vehicle.
- "Final drop-off" is the moment when the last passenger gets off the vehicle.
- "Time of use" is the time that is spent between the moment when the vehicle is placed at the disposal of the order giver and when the transport operator gains back usage of the vehicle. The time of use includes the time between boarding time and drop off time of all passengers and their luggage, which is variable depending on the nature of the service.
- "Intermediate stopping points" are places other than the boarding area and final drop off where the vehicle must stop upon request from the order giver when the contract is signed.
- "Hours" are the hours defined in accordance to normal conditions and transportation flow while preserving safety and respecting the rules incumbent to professional drivers and mandatory rest times.
- "Itinerary" the itinerary left to the initiative of the transport operator, unless the order giver has provided the transport operator with a specific itinerary to be communicated before the service starts.
- "Luggage" is the goods identified as belonging to passengers to be transported on the vehicle or trailer.
- "Luggage placed in the luggage compartment" are the pieces of luggage transported in the luggage compartment or trailer of the vehicle.
- "Cabin luggage" is the luggage that the passenger keeps with him or herself.

### **Article 3 – Information and Documents to Submit to the Organizer**

Before the vehicle is put at the disposal of one or more passengers, the order giver must give the organizer a written order (an order that can be documented) to include the following:

#### **Dates, Times and Itinerary:**

- The date, time and place when the vehicle needs to be at the disposal of the customer.
- The date, time and place where the vehicle needs to meet the passenger(s) as well as the date, time and place where they are going to be dropped off.
- The date, time and place of stops that need to be taken along the way.
- If needed, a mandatory itinerary.

#### **The Makeup of Passengers that Needs to Be Transported:**

- The maximum number of persons to be transported.
- The maximum number of persons with reduced mobility, including any wheelchairs.
- When transporting minors, indicate the maximum number of persons under eighteen years of age as well as the number of chaperones.

**List of Passengers by Name:**

- By Ministerial order of July 3<sup>rd</sup>, 2009, a detailed list of all passengers (including first and last names) that are present on the vehicle must be provided if the vehicle is to travel outside of the Department and adjacent Departments.
- When transporting children, the list must also include the phone number of a contact person for each child on the vehicle.
- This list must be compiled by the customer who must communicate it to TOURSUD in advance.

**Information About the Luggage:**

- Approximate weight and volume.
- Value and fragility.
- And other specifics as needed.

**Means of Communication:**

- A phone number where the organizer and the transport operator can reach the order giver at any time 24/7.

**Article 4 – Characteristics of the Vehicle**

Each vehicle sent to the service of the order giver must meet the following:

- Be in good working order and meet every technical regulatory constraint.
- Be adapted to the distance of the trip, the characteristics of the group and requests by the order giver.
- Be adequate for the weight and volume of luggage planned.

The vehicle may be equipped with a chemical toilet. Chemical toilets cannot be used without the authorization of the driver. Generally speaking it is preferable to wait for stops to use public bathrooms. Whatever the driver may decide, chemical toilets are generally not in service during winter months in order to avoid any risks of freezing.

Some vehicles have audio and video equipment in order to make the trip more pleasant. TOURSUD, and the transport operator neither, cannot be held responsible when these equipment malfunction and will not owe any reparations as a result of possible malfunctions.

Passengers are responsible for any damage they may cause in the vehicle. Any degradation inside the vehicle that was caused by passengers will be billed to the customer. The client must make note and inform the driver of any degradations already noticed before the trip started. The client and driver must verify together if any degradation have taken place before the vehicle returns to the garage. If a bilateral contract has not been signed, the transport operator can also ascertain that degradations have taken place once the vehicle has come back to the garage and before its next engagement.

**Article 5 – Safety aboard the Vehicle**

The maximum number of persons that can be transported cannot exceed what is stated on the equipment statement or purple card.

The transport operator is responsible for the safety of transport, including each time passengers come on board and get off the vehicle.

The driver takes all necessary measures to ensure safety and if needed gives instruction to passengers who are bound to respect them. We also expressly remind you of the following: consumption of alcohol and/or tobacco is strictly forbidden inside of vehicles provided by TOURSUD. Any failure to meet this obligation or if safety instructions explained by the driver are not observed, the driver can refuse to perform the service until safety conditions are observed.

The transport operator or driver will ask for stops to meet safety obligations and respect the rules incumbent to professional drivers and mandatory rest times, or other needs. For vehicles equipped with seatbelts, the driver will inform passengers that they must wear the seatbelt. Other than amendments or exceptions that may be found in the local Highway Code, each passenger must wear a seatbelt, and this includes both adults and children. If the group is accompanied, the transport operator and the driver must know the name of persons that have responsibility for organizing or watch over the group, and must know what their role is. The persons designated as in charge must know the conditions under which the transport is organized and have the list of persons within their group. The order giver must communicate this information before transportation begins.

Upon request from the order giver, the driver will explain safety measures to the passengers before getting under way, adapted to the nature of the service and the passengers. If the vehicle is equipped with a reclining chair (it is called a crew seat), that seat is only for the use of the driver or other crew member.

Unless permitted by law, the transport of dangerous merchandise is forbidden in vehicles. If an exception is warranted, the order giver will inform the transporter.

About the transportation of children by vehicle:

**The Driver Must:**

- Make sure to display mandatory pictograms that indicate the transportation of children.
- Use his warning lights whenever the vehicle stops or when children come on board or leave the vehicle.
- Employ protection measures as needed if the vehicle is stopped for an extended length of time.

**The Order Giver Must:**

- Make sure that persons designated as in charge are adequately informed about the safety of transportation of children.
- Ask persons designated to be in charge to explain safety measures and enforce them (such as dangers around the vehicle, needing to stay seated, etc.) and in particular the obligation to wear a seatbelt and keep it on.
- Ask persons designated to be in charge to count children one by one when coming on the vehicle and when leaving the vehicle.
- Carefully spread out around the vehicle persons in charge as coordinated with the driver, in order to maintain safety.

**Article 6 – Luggage**

Neither the organizer nor the transport operator is responsible for luggage placed in the luggage compartment. The luggage must have an identification tag placed there by its owner.

If luggage is lost or damaged, the order giver or passengers may not make any claim to compensation.

The transport operator or driver reserves the right to refuse to take on board luggage because it is too heavy, bulky, or of a nature that does not match what was agreed to between the organizer and the order giver. Luggage deemed unsafe for transportation will also be rejected.

Hand luggage, kept under the supervision of passengers is under the passenger's full responsibility.

The order giver will inform all passengers of these restrictions before the service starts, specifically when it comes to keeping an eye on their own hand luggage and the inability to claim for damages for luggage placed in the luggage compartment.

When the transportation service is over, the order giver (or representative) and passengers must make sure that nothing has been left in the vehicle. The organizer or transport operator is not responsible for any degradations or theft of items that may have been left behind.

**Article 7 – Public Broadcast of Music or Movie Projection**

Broadcasting of music, movies, TV shows, or personal recordings in the vehicle can only be done if previous authorization from the rights holders was secured.

**Article 8 – Price of the services**

The price paid by the order giver to the organizer includes the price paid to the transport operator by the organizer, which includes the price of transportation per se, driver pay, payment for miscellaneous services, book-keeping, administrative and IT costs as well as any taxes or rights to be paid by the transport operator.

The price of the services is established based on the type of vehicle used, specific equipment, possible added equipment, the number of seats available, the volume of luggage expected, the distance to be traveled, and the characteristics / constraints of road traffic.

Any other service will be billed at an agreed-upon price. For example:

- Long-term parking at a specific site.
- Air or rail travel of one or more drivers in case of prolonged inactivity.
- Complementary travel by ferry or train (tunnels).

Any modification of the original transportation contract attributable to the order giver, such of those described in article 12, will trigger a readjustment of the price of the organizer.

The price of the services can also be modified if something unforeseen occurs. The price of the services is also revised if significant changes occur to the expenses incurred by the transport operator, imposed by external causes such as the price of gasoline and when a third party can justify a claim.

TOURSUD reserves the right to ask the order giver for an advance, depending on the characteristics of the service and requirements by its transport operators. This advance will be returned within five (5) vehicleless days of the end of the service rendered. If there is a dispute following degradations carried out by passengers or there are one or more changes to the terms of the service that had not been anticipated on the signed

formal quote, the advance will be returned as soon as extent of the degradation has been evaluated and monies have been deducted towards repairs.

#### **Article 9 – Terms of Agreement and Payment of the Contract**

A formal quote established by TOURSUD and will serve as your official estimate; it is not binding upon either the order giver or TOURSUD.

The order giver is only committed after the signature of the formal quote.

TOURSUD is committed to providing the service after having received a partial or complete payment and only if the vehicle and the driver are still available when TOURSUD receives the payment.

If the vehicle or the driver are no more available when TOURSUD receives the payment, TOURSUD must inform the order giver in writing (by mail or email) that the booking is not possible anymore. TOURSUD must then refund the payment received. TOURSUD and the giver order are not committed anymore to each other.

The remainder of the price of the services mentioned on the formal quote is due three weeks before the service is to start or when the reservation is made if the service is reserved fewer than three weeks before the formal quote is established or if the total amount is less than one thousand euros.

When the organizer agrees with the order giver on payment dates, the formal quote or invoice will specify when the payment needs to be made.

Any order implies that general terms of sale are accepted and understood. Any specifications or conditions that may be stipulated to by the order giver in their own General Terms of Sale, purchase orders, or correspondence, are unenforceable and non-binding.

The only valid information on the order is stipulated on the signed formal quote or on the invoice sent after reception of a payment. Any other information, oral or written, is shared for information only and non-binding for the organizer.

Any modification to the initial order must be asked in writing (by mail or email) by the order giver and accepted in writing (by mail or email) by TOURSUD.

Any delay in payment, after a second summon to pay proves ineffective, will result in penalties in the amount of at least time and one half the legal rate as defined in article L. 441-6 of the commercial code, without prejudice to any subsequent claim for compensation for damages, according to common law, that may result from delay in payment.

If an invoice is not paid in full or in part on the date it is due, the terms automatically revert to immediate payment in full without formal notice, of all amounts due on this date and of any scheduled payments. Once a payment has been skipped, the organizer may demand payment in full of previous invoices before engaging in any new service.

When a payment is not made on time, or if one of the obligations outlined in this document is not met, the service will not be performed, in its own right and without any formal notice, and any advances paid will remain with the organizer in payment of damages.

#### **Article 10 – Cancellation of the Transportation Contract**

When order givers cancel the contract before departure, they must inform the organizer via certified mail with return receipt.

A fixed compensation may be due to the organizer as such:

- 90 days or more before the initial date of travel : 20 % of the total amount of service is due.
- 31 days or more before the initial date of travel : 50 % of the total amount of service is due
- 30 days or less before the initial date of travel : 100 % of the total amount of service is due.

In the event of cancellation by the order givers any charges for credit or debit card processing, bank transfers, international currency exchange or other processing fees paid by the order givers are non-refundable, and TOURSUD reserves the right to charge for any such fees or expenditure incurred in making a refund to the order givers and deduct such costs.

When transport is cancelled by the organizer, order givers are entitled to immediate reimbursement of any advance.

#### **Article 11 – Fulfilment of the Transportation Contract**

The order giver accepts that the organizer TOURSUD contracts service to a public transportation carrier of persons, "transport operator" in this document. The transport operator appointed this way is responsible of all obligations arising from the contract.

The customer must verify that places specified for pickup and drop off are accessible to vehicle or vehicles necessary for service.

For reference the dimensions of a coach are variable but shall be of an average length between 12 and 15 meters, a width of up to 2.55 meters and a height of 3.5 to 4 meters.

The organizer can modify the addresses of pickup and drop-off when the order is taken, or the transport operator can modify the addresses of pickup and drop-off on the day of service if conditions do not permit access to the vehicle at those addresses.

The client is not entitled to any compensation if the service does not go according to what is spelled out on the signed formal quote if it comes from a problem of accessibility of the vehicle(s) at the address indicated by the customer.

#### **Article 12 – Modification of a Transportation Contract in Progress**

Any new instructions from the order giver that have to do with modifying the initial conditions of transport fulfillment must be confirmed immediately by the organizer in writing or any other mean that can be documented.

The organizer is not obligated to accept new instructions, in particular if they are of a nature that makes it impossible to honor transport commitments made originally. The organizer must let the order giver know immediately and in writing or via any other way that can be documented. Any modification of the contract can bring about a modification of the agreed upon price.

#### **Article 13 – Unforeseen Events**

Departure, arrival times, and itinerary are listed as indications but can be modified by the organizer or by the transport operator if circumstances dictate. This is true especially if laws or safety conditions change, or unforeseen events occur. No damages or refund shall be paid under these circumstances.

The customer cannot claim damages the cancellation of the contract is initiated by the organizer because of circumstances known as "force majeure", reasons having to do any reason that is completely out of the control of the organizer or the transport operator.

Should the trip need to be modified as a result of an accidental event or "force majeure" no refund or damages will be granted to the customer.

For formal quotes signed at a set price agreed upon between the organizer and the order giver more than a month before departure, the organizer may need to modify the price of the service up until one month before the start of service depending on the economy that may modify the cost of transportation (increase of fuel costs, etc.). In that case the organizer will make another offer to the order giver who will be free to accept or refuse. If the offer is turned down, the signed formal quote will be cancelled and the organizer will reimburse any money already paid without delay. The order giver cannot make a claim for compensation as a result of this cancellation.

#### **Article 14 – Delays**

The transport operator cannot be held responsible for delays due to events out of his control (such as : mechanical breakdowns, traffic jams, accidents, strikes, climatic conditions, because of one or more passengers, because of a third person, any unforeseen event or "force majeure") or otherwise necessary because there is a need to keep transported persons safe. No damages or refunds will be granted to the customer under these circumstances.

In the case of technical incidents, the organizer pledges to do everything possible to make the transportation possible (use a different vehicle unless a "force majeure" situation is under way; and to call upon the transport operator assistance guarantee to take passengers where they need to go).

If there are delays at an airport, a train station, or any other meeting point, any costs for hotel rooms, restaurants, trains, taxis or any other expenses linked to this delay will not be covered by the organizer or the transport operator.

If customers decide of their own accord to use means of transportation other than the ones suggested in the signed formal quote or invoice for any reason whatsoever, they cannot make any claim to compensation.

The customer cannot make changes to the signed formal quote directly with the driver without informing TOURSUD and obtain written approval. Any modification to the itinerary or departure time must be cleared in writing with TOURSUD.

The customer must keep to the agreed upon departure time because if the trip starts late many other things may need to be changed in the transportation plan. As a result, if departure is delayed for more than 15 minutes, the driver will leave without passengers unless he has been warned of the delay or otherwise instructed.

The customer cannot claim damages if transportation was not performed because the service did not start on time. The customer will have to arrange other transportation at his expense. The customer owes the full amount of service to TOURSUD.

In general, no damages for prejudice can be claimed from the organizer if the order giver or passengers have to suffer consequences of an event that may cause delays or the cancellation of agreed upon transport service.

#### **Article 15 – Documentation**

When travelling abroad, each participant is invited to get informed about legislation and regulation having to do with police controls and border regulations and conform to them. The organizer or the transport operator cannot be held responsible for infraction to those rules.

#### **Article 16 – Claims**

Any claim must reach us by letter with return receipt within eight days of the completion of the order. Beyond that no claim for damages can be heard, reimbursed or compensated.

After entering in contact with TOURSUD (after sale or after travel service) and not obtaining a satisfying response or any response at all in a delay of 60 days the client can solicitate the tourism and travel mediator whose address and terms of use are on [www.mtv.travel](http://www.mtv.travel).

#### **Article 17 – Disagreements and Jurisdiction Attribution**

Any disagreement that may come about from applying contracts signed by TOURSUD can only be heard at the Commercial Court of Montpellier. Any claim will be heard within the time limitation period of common law.

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