

Village de Corail
80 Avenue de Bourbon
97434 Saint-Gilles-Les-bains

Individual Phone number : 0262 242929
Fax : 0262 244102
Group Phone number : 0262 242942
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General conditions: “Tour operators (and travel agencies)”

(applicable as from June, 1 2004)

1. Actors of the contract

On the one hand, there is the Village des Australes having its registered offices at 90 Avenue de Bourbon- 97434 saint-Gilles Les Bains and acting for the association running the Village de Corail identified in the present contract. It is called “The Hotel Keeper”. On the other hand, there is the firm practising the tour operator activity, identified in the present contract and called “ The Tour Operator”.

2. Subject of the contract

The Hotel Keeper places a quota of studios at the disposal of the Tour Operator for its commercial use and fixes the tax free prices of the provided services in accordance with the periods of the year. These prices are written on the present contract and the Tour Operator is committed to pay them.

The Tour Operator is committed to publish the Village de Corail in its brochures and publications during all the duration of the present contract (*with pictures of the company-the description has to be subjected to the Hotel Keeper to be approved*) and to make without restrictions all the efforts envisaged by its own systems of sales during all the duration of the present contract in order to fill the quota given by the Hotel Keeper.

3. Reservation/Times of retrocession

The Tour Operator written reservation will have to specify the name of the group (*minimum of 20 people*) or the “individual” customers names, the number of studios, the duration of the stay, the number of meals and cutlery. The lists will have to arrive by fax or mail progressively with their materialization, by respecting the times of retrocession fixed in this contract.

However, the parts will be able to consult to readjust the quotas remaining to be marketed before the date of retrocession in accordance with the sales realised by the Tour Operator and the Hotel Keeper availabilities.

After these times, the Hotel Keeper will have with its suitability the studios of the quota which would not have been reserved. For any reservation arriving out of quota or after the time of retrocession, the Tour Operator can directly contact the Hotel Keeper which will be able to reserve these studios at the prices envisaged in the contract in accordance with the availabilities of the Village de Corail.

4. Confirmation of reservation

The reservation will become final only with the reception of the rooming-list. This written list will have to arrive at the Village de Corail at the latest 21 days before the date of arrival of the group or the “individual” customers. The confirmation of reservation of the Tour Operator implies unreservedly its adhesion to the present conditions.

5. Cancellation conditions

The notification of the partial or total cancellation of the group or the “individual” customers will have to be in possession of the Hotel Keeper at least 60 days before the arrival of the group or the “individual” customers. Concerning the groups or abstracts groups- namely the individual customers-, if the partial cancellation does not exceed 20% of the number of the initially reserved studios, the Hotel Keeper will not claim the allowance provided that the travelling agent informed it within the 60 days deadline before the arrival of the group.

On the other hand, if the manpower modification is more than 20 %:

- more than 90 days before the date of arrival : no allowance,
- less than 90 days and more than 60 days: an allowance accounting for 15% of the amount of the failing people's stay,
- less than 60 days and more than 30 days: an allowance accounting for 25% of the amount of the failing people's stay,
- after this time, for any confirmed and not honoured reservation (*or not cancelled by fax or mail addressed to the Hotel Keeper*), the arrival of the group or the customer will be invoiced to the Tour Operator on the 50% rate of the amount of the failing people's stay with a minimum of 2 nights at the studios and concerned period tariff.

Concerning the less than 20 % of the manpower modifications and the outdated time of notification, an allowance calculated as following will be claimed to the Tour Operator:

- for any partial cancellation of the number of studios and/or cutlery occurring less than 60 days before the beginning of the stay, 10% of the reservations can be cancelled without penalty. Any other cancellation will be invoiced on the 50% rate of the price of the cancelled services.
- for any partial cancellation of the number of studios and/or cutlery occurring less than 30 days before the beginning of the stay, 5% of the reservations can be cancelled without penalty. Any other cancellation will be invoiced on the 75% rate of the price of the cancelled services.
- for any partial cancellation of the number of studios and/or cutlery occurring less than 15 days before the beginning of the stay, 3% of the reservations can be cancelled without penalty. Any other cancellation will be invoiced on the 90% rate of the price of the cancelled services.

If it deals with a without notice cancellation or any cancellation in the course of stay, it leads to an invoicing accounting for 100% of the total amount of the reserved services.

6. Late arrival or departure

In the event of a late arrival of the group or the “individual” customers, the Tour Operator will entirely support the cost of the services reserved by it, but not consumed because of this delay.

The additional services following from an involuntary prolongation of the stay (cut road, cyclone...) are the responsibility of the Tour Operator.

7. Complaint

Any contestation or complaint will be taken into account only if it is formulated in writing and addressed to the direction of the institution within 8 maximum day after the end of the service (*or the demonstration*).

8. Invoicing and payment

When they will arrive, the Tour Operator customers – group or “individual” customers – will give the exchange vouchers emitted by the Tour Operator to the Village de Corail. These exchange vouchers will be joined - like written proves – to the invoices created by the Village de Corail and addressed to the Tour Operator.

The invoices will be adjustable by the Tour Operator: 30 days after the invoice issue except particular provisions mentioned in this contract.

The payments will have to be carried out with the co-ordinates being reproduced on the appendix " Hotel Identification Card-index " by joining a summary of the numbers of files of reservation and/or number of invoice.

The Village de Corail will directly perceive near the customers the additional expenses and other personal nature expenditure (*drinks, washing, meal...*) not included in the price of the stay defined in the contract.

Any payment non carried out in the times determined above will automatically take interest in a rate equal to once and half the legal rate of interest.

Moreover, in the event of no payment of only one invoice more than 30 days after its expiration date, the Hotel Keeper will be able to refuse any reservation emanating of the Tour Operator and if necessary, to terminate this contract.

In addition, in the event of a delay of one of the invoices in the payment by the Tour Operator, this one is committed providing to the Hotel keeper - with the first request of the latter - a financial guarantee accounting for a minimum amount equal to one month of its average sales turnover realized with the Hotel Keeper during the previous year. This guarantee consists in:

- a banking guarantee by which a financial institution is committed to pay the sums due to the Hotel Keeper by the tour operator, with first request and without no exception can be opposed to him,
- a cash-forfeit, i.e. an amount of money put on the bank account of the Hotel Keeper which will have the free provision of it and will be free from interest.

If this guarantee is not provided by the Tour Operator in a 15 days time from the Hotel Keeper first request, the latter will have the right to automatically terminate the contract without warning, by a registered letter with acknowledgement.

9. Duration

This contract is concluded for the indicated duration.

10. Clauses of termination

The Hotel Keeper will automatically be able to terminate this contract, without having to pay damages to the Tour Operator and/or to its customers. This termination could occur in the event of circumstances outside control or in the event of impossibility of exploitation allowed for a non-ascribable cause to the Hotel Keeper - in particular in the event of breakdowns, of cuts of water or electricity and of suspension of payment, legal rectification or liquidation of the goods of the Tour Operator.

Moreover, the contract will be able to be automatically terminated by registered letter with acknowledgement by one of the unspecified parts if the other part would not partially or completely carry out its contractual obligations within the deadlines of 15 days following a given notification addressed by letter registered with acknowledgement.

11. Insurance

During all the duration of the contract, the Village de Corail will subscribe and maintain in a state of validity a civil liability insurance guaranteeing the physical and material injuries occurring to the customers because of its exploitation.

12. Territoriality - Intuitu Personae

Except contrary mention in this contract, the Tour Operator can market the concerned quota of studios only in the country in which this contract is drawn up and only for its customers.

13. Prices review

The VAT and local taxes increases and the institution of these latter appeared after the date of signature of the contract and applicable to the concerned services will automatically be passed on the agreed prices.

14. Litigations and Applicable Law

Any disagreement concerning the interpretation or the execution of the mentioned conditions and the acts which are their continuation or their consequence and which could not have been the subject of an amicable agreement, will be carried in front of the Saint-Denis Commercial Courts- Reunion Island.

The present contract is under the French law.

15. Election of residence

Concerning the carrying out of these conditions and all the acts which will be the continuation and the consequence – in particular for any notification or significance -, the parts make election of residence namely:

- the Tour Operator chooses its registered offices

- the Hotel Keeper chooses its registered offices.

16. When the contract comes into effect

This contract comes into effect when it is signed in its entirety by the two parts. In all the cases, the Tour Operator agreement on the entirety of this contract results from the sending of its reservations.

Date:.....

Place of the drawing up of the contract:.....

Name, signature and stamp for
The Tour Operator:

Name, signature and stamp for
The Village de Corail :

Enclosures :

- *The Village de Corail Identification card-index,*
- *Tariffs / quota card-index*