



# GENERAL TERMS AND CONDITIONS OF SALE

## 1. Scope of application

These General Terms and Conditions of Sale (hereinafter referred to as the "GTC") apply, without restriction or reservation, to any purchase of travel arrangements or travel services (hereinafter referred to as "Stays" or "Travel Services") dedicated to the practice of mountaineering, hiking, snowshoeing, trail running and trekking, offered by the French Simplified Joint-Stock Company WATSE (hereinafter referred to as the "Company", the "Provider" or the "Organizer") to consumers and non-professional clients (hereinafter referred to as the "Client" or the "Traveller") on its website : [www.watse.fr](http://www.watse.fr) (hereinafter referred to as the "Website").

The Provider and the Client are hereinafter collectively referred to as the "Parties."

The Client is required to read these GTC before placing any order for holidays. The choice and purchase of a holiday is the sole responsibility of the Client.

These conditions apply to the exclusion of all other conditions, in particular those applicable to other sales channels for the holidays offered. They may be supplemented by specific conditions, set out on the Website or on a quote, prior to any transaction with the Client.

These GTC are accessible at any time on the Website and shall prevail, where applicable, over any other version or any other contradictory document.

Unless proven otherwise, the data recorded in the Provider's computer system shall constitute proof of all transactions concluded with the Client.

**The Company WATSE has its registered office at 63 Avenue de la gare - 74170 SAINT GERVAIS LES BAINS and is registered with the Annecy Trade and Companies Register under number 833 347 560.**

**Email address: [contact@watse.fr](mailto:contact@watse.fr)**

**Telephone number: + 33 4 50 89 63 32 or +33 6 65 93 29 29**

The Company holds the administrative authorisation to operate IM074180002 and the following approvals:

- Financial guarantee: Groupama Assurance-Crédit, 75008 Paris, contract no. 4000715939/1
- Insurance cover: Hiscox France, 19, rue Louis le Grand - 75002 Paris no. HA RCP0295780

The Provider in partnership with the tourist guides listed on the Website and in the trip description.

The Client declares that he/she has read these GTC and has accepted them by ticking the box provided for this purpose before completing the online ordering process, as well as the general terms and conditions of use of the Website.

Validation of the holiday order by the Client constitutes acceptance of these GCS without restriction or reservation.

The Client also acknowledges having read, before confirming the booking of the holiday, of the standard information form on essential rights under European Directive 2015/2302 transposed into the French Tourism Code and available at the end of the GTC (standard information form for package travel contracts and standard information form for travel services contracts). In accordance with article L. 211-8 of the French Tourism Code, the descriptive sheets appearing on the Website, the sales conditions and the standard information forms summarising the traveller's rights, aim to inform Clients, prior to placing their order, in particular of the main characteristics of the services offered relating to transport and the holiday, the contact details of the retailer and the organiser, the price and terms of payment, cancellation conditions, contract resolution terms, insurance and border crossing conditions.

The Client is invited to refer to the descriptions of the trip or holiday chosen.

In accordance with article L.211-9 of the French Tourism Code, the Parties expressly agree that the Provider may make changes to the pre-contractual information appearing on the Website, in particular to the price and content of the transport and holiday services, the identity of the airline carrier, the opening and closing dates of hotels and lodges, the itineraries of the tours, etc. The Website is updated regularly and the prices displayed may change as a result of updates. The applicable price is the price in effect at the time of registration for the relevant trip, and is confirmed to the Client before final acceptance.

Some offers on the Website have a validity date : the Client must therefore check this date.

These GTC have been drawn up in accordance with articles L.211-1 and following of the French Tourism Code, which sets out the conditions governing the organisation and sale of travel and holidays. They take account of European regulations and international conventions, particularly those related to air transport.

They are supplemented by the supplier's terms and conditions of sale for each service. These conditions are made available to the Client before the signing of the sales contract.

For more information: [here](#)

The Client acknowledges that he/she has the required capacity to contract and purchase the services offered on the Website. As these GTC may be subject to subsequent amendments, the version applicable to the Client's purchase is that in force on the Website on the date the order is placed.

## 2. Orders

### 2.1. Placing an order

The Client can make a reservation or request a quotation directly with the Provider on the Website, or by telephone at +33 6 65 93 29 29 or + 33 4 50 89 63 32, available 7 days a week from 9 am to 6 pm, or by post.

For online bookings, once the reservation has been confirmed, the Provider will send the Client an acknowledgement of receipt by email.

Registrations by post will only be validated if the Client has completed and signed the registration form in duplicate.

Only bookings for Services whose availability has been confirmed by the Provider and payment made by the Client are binding (hereinafter the "Order(s)"). Requests for quotations are not binding on the Provider and do not guarantee the availability of the Services to the Client. An Order requires payment in accordance with Article 4 of these GTC. The sales contract is then deemed to have been formed.

A minimum of five (5) participants is required for the booking to be confirmed. This minimum number of participants may differ depending on the type of trip. In this case, the minimum number of participants will be specified on the description of the holiday available on the Website and/or on request sent to the Provider by telephone or e-mail.

Once confirmed and accepted by the Provider, under the conditions described above, the Order cannot be modified by the Client except under the conditions stipulated in these GTC.

For any booking, the Client is invited to enter their e-mail address and complete the form. In accordance with the provisions of article 1127-2 of the French Civil Code, the Client may check the details of their reservation and total price, and if necessary correct any errors before confirming it, thereby expressing their acceptance. For the Order to become binding, the Client must acknowledge the mandatory pre-contractual information and the GTC, accept them by ticking the relevant box, and make the payment in accordance with the terms and conditions set out above under the heading "Prices". For any Order made by phone or by email, the Provider will provide the Client with the pre-contractual information as required by article L.221-5 of the French Consumer Code and article R211-4 of the French Tourism Code, and the GTC, on a durable medium. Once the Client has agreed to proceed with the Order in accordance with the terms and conditions set out in the registration form that will be sent to the Client, the Client will make payment remotely in accordance with the provisions of Article 4.

## **2.2. Availability**

The Services offered on the Website are available and can be booked. However, it is specified that certain Services are available in limited quantities and are managed in real time. As a result, a Service presented as available may become unavailable if several Clients present on the Website order it at the same time. This unavailability is caused by exceptional and unavoidable circumstances due to the technical and practical management of online and telephone bookings simultaneously. The first Client to make a reservation will have priority. If an Order cannot be fulfilled by the Provider due to the unavailability of the Service, the Client will be informed by email or phone within 48 hours following the Order. The consequences will be handled in accordance with Article 7.

## **2.3. Order confirmation**

Once the minimum number of participants required for the chosen stay has been reached, the stay will be confirmed. Within two (2) hours following payment of the Order, the Client will receive confirmation of the Order by e-mail. The confirmation will include the essential elements of the Order, such as the identification of the provider of the Services booked,

the price, the quantity, the date and the duration of the stay. The Order confirmation will serve as evidence of the establishment, of the sales contract between the Provider and the Client, concluded. The confirmation e-mail includes:

- proof of payment,
- travel documents and exchange coupon(s) corresponding to the services purchased.

In the absence of an e-mail confirmation from the Provider, the booking will not have been taken into account. In all cases, it is the Client's responsibility to ensure receipt of the confirmation e-mail. If this is not the case, please contact us on + 33 4 50 89 63 32 or + 33 6 65 93 29 29 or by e-mail at [contact@watse.fr](mailto:contact@watse.fr). The Client must print out the travel documents and in particular the exchange coupon(s) in order to be able to present them in exchange for the various services. The e-mail confirmation of the Order received by the Client shall constitute proof of the entire transaction in accordance with the provisions of Law no. 2000-230 of 13 March 2000 and constitutes the only valid document in the case of a dispute.

## **3. Rates & prices**

### **3.1. Applicable prices on the Website**

The Services offered by the Provider are provided at the prices in force on the Website or in accordance with the quotation prepared by the Provider by e-mail when the Order is registered by the Provider. Prices are expressed in euros (€), exclusive of tax (HT) and inclusive of all taxes (TTC).

Prices take account of any discounts granted by the Provider under the conditions specified on the Website.

These prices are fixed and non-negotiable during their period of validity, as indicated on the Website, the Provider reserving the right, outside this period of validity, to modify the prices at any time.

Any late registration for a stay, less than 60 days before the scheduled departure date, may result in additional air travel costs related to different prices and booking classes compared to those applied to Clients who registered earlier. The corresponding surcharge is communicated to the participant, mentioned on the invoice and its payment by the Client constitutes acceptance.

An invoice will be issued by the Provider and provided to the Client upon delivery of the ordered Services.

### **3.2. Tourist tax**

The tourist tax is included in the advertised price. As a general rule, and unless otherwise specified, the following are not included in the price: city meals, vaccinations costs, visas fees, drinks, site visits, personal equipment, personal expenses or any other service not included in the travel description.

### **3.3. Price revision**

In accordance with the provisions of art. L.211-12 of the French Tourism Code, the Provider reserves the right to change the prices after the contract has been concluded, either upwards or downwards, to take account of significant variations :

- fees and taxes relating to the services offered, such as landing, embarkation and/or disembarkation taxes at ports and airports,

- the cost of transporting passengers resulting from the cost of fuel or other energy, the level of taxes or charges on Travel Services included in the contract,
- any exchange rates applied to the travel or stay.

Any increase in the price will be notified to the Client, with its justification and calculation, on a durable medium, no later than thirty (30) days before departure. If the Client refuses the price adjustment, this will be considered as a cancellation, and the cancellation fees set out in Article 6 of these GTC will apply. In the event of a price increase of more than 10% of the total price, the Client may cancel the Order free of charge provided that they notify the Provider within eight (8) days following the communication of the price revision. Otherwise, the cancellation fees specified in Article 6 may be applied.

## 4. Payment and terms of payment

### 4.1 Terms of payment

For any Order made more than 30 days before the departure date, a deposit of 35% of the total cost of the trip will be required. The balance of the price is payable in full, no later than thirty (30) days before departure, without any reminder from the Provider.

For any Order made within 30 days of departure date, the Client must pay for the full amount of the Order.

Payments made by the Client will only be considered final once the amounts due have been effectively received by the Provider.

Any insurance required must be paid at the time of signing the contract.

### 4.2 Late payment

In the event of payment delay, late payment penalties calculated at the rate of 10% of the total price of the stay, including tax, will be automatically due to the Provider, without any formality or prior notice of default.

In addition, any delay in payment will automatically result in the application of a fixed penalty of forty (40) euros (€), without prejudice to the application of late payment penalties.

Any delay in the payment of any sum due for the trip on the scheduled date will be considered as a cancellation/termination of the trip by the Client, and the cancellation fees referred to in Article 6 will be applied.

Furthermore, the Provider reserves the right, in the event of non-compliance with the payment conditions set out above, to suspend or cancel the provision of the Services ordered by the Client and/or to suspend the performance of its obligations.

No additional fees, exceeding the costs incurred by the Provider for the use of a payment method, may be charged to the Client.

### 4.3 Terms of payment

All payments are made by secure payment as follows:

- by credit card: Visa, MasterCard, other credit cards,
- by phone (e-card, internet link, etc.),
- by stripe e-wallet,

- by bank transfer,
- by cheque (no later than 30 days before departure).

To make the payment, the Client must enter the 15 or 16 digits and the expiry date of their credit card, as well as the 3 or 4 digits of the security code. For any remote Order, the Client will receive proof of payment by e-mail within two (2) hours of the transaction.

For any Order made more than 30 days before departure, the Client may pay the balance by bank transfer.

In the case of payment by cheque, cheques drawn on a bank account domiciled in France and made payable to WATSE are accepted. The cheque must be sent to the address of the Provider's head office indicated at the top of these GTC. In addition, payment by cheque must be accompanied by a copy of the identity document of the account holder on which the cheque is drawn.

The bank transfer must be made to the Provider's bank account: IBAN (International Bank Account Number) FR76 1810 6000 2696 7674 9812 587.

Any bank transfer must include the following details : the Order number and the name of the person making the transfer.

A transfer that does not include one of the details will not be processed. Any bank charges associated with the transaction will be borne by the Client.

Payments made for Orders by phone or online on the Website are secured by the 3DSecure system, which guarantees the confidentiality of payments. Payment is made through a virtual point-of-sale terminal with immediate payment. At no time does the Provider have any knowledge of the numbers that the Client must provide. As part of its efforts to combat fraud, the Provider reserves the right to request from any Client and for any method of payment: a copy of the Client's identity card/passport, a copy of the Client's bank card, the Client's phone number and the time at which the Client can be contacted, and any other additional information required to ensure the security of the payment. If the Client refuses to provide any of the requested information, the Provider reserves the right to cancel the Order and retain the sums already paid by way of cancellation charges calculated in accordance with Article 6.

## 5. Supplies of Services

The Services ordered by the Client, which include in particular the following provisions :

- daily travel to the departure of the hikes ;
- accommodation ;
- picnic lunch during the hikes ;
- supervision by a French state-qualified mountain guide ;
- transfers of people in minibus with a maximum capacity of 9 seats ;
- Supervision by a French state-certified mountain guide ;

will be supplied in accordance with the terms and conditions set out in these GTC, supplemented by the specific terms and conditions of sale provided to the Client.

The Provider undertakes to use its best efforts to provide the Services ordered by the Client, under an obligation of means.

However, if any essential service cannot be provided by the Provider, in particular the services of a French state-qualified mountain guide or a state-qualified high mountain guide, the Provider undertakes, except in cases of force majeure or exclusive fault of the Client, to offer an equivalent service and, if this is not possible, to compensate the Client.

Similarly, if the Client makes a specific request concerning the services and the conditions of supply of the Services, the Provider must give its written agreement to the specific requests made by the Client. It is specified that the costs associated with such requests will be subject to additional specific invoicing by the Provider, in accordance with the provisions of Article 6.1.

## **6. Modification and cancellation by the Client**

### **6.1 Modifications**

#### **6.1.1 Modification before departure**

Any modification of any nature requested by the Client, more than 30 days before departure, that may incur additional costs and/or penalties, will incur a flat-rate fee of 150 euros per person, subject to any additional costs and penalties that the Provider may incur to accommodate this modification.

Any request to amend an Order must be sent in writing to the Provider by writing as indicated at the top of these GTC.

Any request for modification within 30 days of departure will result in the cancellation of the original Order and will be subject to the payment of cancellation fees as specified in Article 6.2 below.

#### **6.1.2 Modification after departure**

From the time of departure, any request for modification, whether voluntary or involuntary, any interrupted or shortened or unused stay by the Client for a reason not attributable to the Provider, will not be entitled to any refund. Any Client failing to show up at the location of their stay will forfeit 100% of the total Order amount, including any optional services ordered. If the Client has subscribed to insurance covering the interruption or cancellation of the stay after departure, the Client must comply with the terms of the applicable insurance policy and deal with it personally.

The same applies when a participant has been excluded by the trip supervisor, particularly due to insufficient ability or failure to comply with safety instructions.

Any additional services during the trip must be paid for in advance by the Client to the Provider.

### **6.2 Cancellation**

In accordance with the provisions of article L211-14-I of the French Tourism Code, the Client may proceed with the partial or total cancellation of their Order by submitting a request as soon as possible, via registered letter with acknowledgment of receipt or by email with acknowledgment of receipt to the address of the Provider at the top of these GTC. The date of receipt of the letter or email will be the date used for the cancellation. All requests for cancellation must be accompanied by a bank account details (RIB) of the person who made the Order. Any cancellation for any

reason whatsoever will be subject to the following scale of deductions for the benefit of the Provider:

- More than 60 days before departure: 35% of the total cost of the trip with a minimum of 50 euros per person, excluding insurance;
- from 60 to 31 days: 40% of the total cost of the trip excluding insurance ;
- 30 to 21 days: 50% of the total cost of the trip excluding insurance ;
- from 20 to 16 days: 60% of the total cost of the trip excluding insurance ;
- less than 15 days: 100% of the total cost of the trip, excluding insurance.

The following items are not refundable by the Provider in the event of cancellation by the Client :

- accommodation bookings (hotel, guesthouse, campsite, etc.) made in advance, which will be invoiced to the Client regardless of the date of cancellation, less any refundable tourist or local tax.
- Any external costs incurred by the Client that are not related to the trip and that are subscribed to by the Provider, such as transport costs to the place of departure and return home, travel documents, costs of obtaining visas, vaccinations fees, etc.
- transport bookings (boat, flight tickets, etc.) made in advance, which will be invoiced to the Client, regardless of the date of cancellation, less any refundable airport or port taxes.
- The amount of the deposit paid at the time of booking for scouting trips, regardless of the date of cancellation.
- Insurance amounts.

Failure of the Client to present themselves on the departure day for any reason does not entitle them to a refund. Any interruption or shortening of the trip due to the Client's actions will not entitle them to a refund. This also applies to any payment delay, which will be treated as a cancellation by the Client.

The Provider will refund the sums paid by the Client, after deduction of cancellation costs and, where applicable, any insurance premiums still due, within a maximum of fourteen (14) days after the cancellation of the Order.

## **7. Modifications and cancellations at the Provider's initiative**

### **7.1. Modification before departure**

In accordance with the provisions of article L211-13 of the French Tourism Code, the Provider reserves the right to unilaterally modify the conditions under which the Services are provided before departure.

The Provider shall inform the Client of any minor modifications made. is not entitled to any compensation for such minor modifications made by the Provider. In the event that, in accordance with article R.211-9 of the French Tourism Code, the Provider is required to modify any essential element of the Order or cannot meet the special requirements of the Client that were previously accepted, the Provider will notify the Client:

- the changes made and, if applicable, their impact on the price of the trip/stay,
- the deadline by which the Client must respond to the Provider regarding their choice,
- the conditions for cancellation without charge in the event the Client rejects the modifications,
- the possibility of obtaining a credit note as detailed in Article 2.3 of these GTC.

The Client has the right to refuse the proposed modification and to obtain a full refund of the amount paid within a maximum period of fourteen (14) days following the cancellation of the Order. If the Client accepts the modification to the trip, a new Order confirmation will be sent to the Client with all the information.

## **7.2. Cancellation**

If the Provider is forced to cancel the trip/stay, it will inform the Client as soon as possible. The Client will then be reimbursed for all sums paid within a maximum period of fourteen (14) days, with the exception of costs incurred by the Client which are not related to the trip and which have been subscribed to by the Provider, such as transport costs to the place of departure and return home, travel documents, costs of obtaining visas, vaccinations costs, etc.

The Provider may cancel the contract and reimburse the Client in full for any payments made, but shall not be liable to pay any additional compensation or any other compensation if the number of people booked for the trip or holiday is less than the minimum number provided for in these GTC and/or indicated in the description of the trip, accessible on the Website and/or on the Order summary, and it notifies the Client of the cancellation of the contract within the period specified in the contract, but no later than :

- Twenty-one (21) days before the start of the trip or stay for trips exceeding six (6) days;
- Seven (7) days before the start of the trip or stay for trips lasting between two (2) and six (6) days;
- Forty-eight (48) hours before the start of the trip or stay in the case of trips lasting no more than two (2) days.

## **8. No right of withdrawal**

Given the nature of the services provided and in accordance with the provisions of article L.221-28 of the French Consumer Code, the right of withdrawal may not be exercised for any remote purchase of services such as *"accommodation, transport, catering and leisure services"*. Orders placed by the Client are not subject to the right of withdrawal.

The contract is therefore definitively concluded as soon as the Client places the Order in accordance with the terms and conditions set out in these GTC.

## **9. Exceptional and unavoidable circumstances**

"Exceptional and unavoidable circumstances" means any situation beyond the control of the Client, the Provider, any organiser or any external service provider involved in the performance of the Order, the consequences of which could not have been avoided even if all reasonable measures had been taken, and which prevents the performance of all or part of the obligations of these GTC.

This includes but is not limited to, cases of force majeure, such as weather, geographical, health or political conditions in the immediate vicinity of the destination that could endanger the Client's life.

It also apply in the event of weather conditions that prevent the practice of hiking, mountaineering, snowshoeing, trail walking and trekking, such as the absence of snow or wind or in the event of a storm.

In the event of the occurrence of exceptional and unavoidable circumstances, the Provider will be prevented from performing the contract. Consequently, the Provider will notify the Client of the cancellation of the contract as soon as possible before the start of the trip or stay. The cancellation fees and procedures applicable in such a case are detailed in Article 7.

## **10. Course of the trip**

### **10.1 Check in/chek out**

The accommodation conditions will be communicated by the Provider to the Client before departure, after confirmation of the Order and payment of the price.

### **10.2 Internal rules**

Each accommodation provider has its own internal rules which the Client agrees to comply with.

The Provider is not responsible for the Client's personal belongings or property.

### **10.3 Compliance with pre-contract information (photos and descriptions)**

Descriptions of accommodation (surface area, layout, types of sleeping arrangements, etc.) are given by type and classification. It is specified that the photographs appearing in the trip descriptions are intended to indicate the category and standard of the Services concerned. The Provider guarantees the number of beds and the type ordered as shown in the trip description.

### **10.4 Services**

It is hereby specified that any particular request concerning the services available on site, as well as any request for specific information concerning the details of the equipment in the accommodation (e.g. size of beds), must be made directly by the Client to the accommodation provider, whose contact details will be provided by the Provider at the Client's request. The prices of services payable on site by the accommodation provider are given for information only and only the prices of Services payable online on the Website or on the quotation are contractually binding. Any special request made by the Client will be forwarded to the accommodation provider on site without any guarantee from the Provider.

### **10.5 Level and physical conditions**

The Client may be asked to produce a medical certificate to allow the Provider to advise the Client on the sporting activities offered. Otherwise, the Client declares that their state of health allows them to take part in the sporting activities offered by the Provider and, more specifically, to use the services, equipment and facilities. The Client acknowledges that he/she has read and understood the safety, hygiene and usage instructions dedicated

to mountaineering, hiking, snowshoeing, trail running and trekking. The Client declares that he/she is not suffering from any heart or respiratory disease in particular and/or any injury or physical incapacity of such a nature as to prevent him/her from practising the activities and services covered by the contract. Persons prone to epileptic seizures or other pathologies likely to complicate the intervention of medical and rescue teams must expressly inform the Provider. The Client declares that he/she has been informed and is aware of the risks involved in practising the sporting activities offered on the Website. The Client hereby releases the Provider from any liability in the event of failure to produce a medical certificate and/or declaration of fitness. In any event, this Article does not relieve the Provider of any of its obligations to provide information and advice. The Provider cannot be held responsible for any omissions or erroneous information provided by the Client, particularly with regard to his/her physical and sporting conditions and the level required to book the stay.

Due to the nature of the sports trips offered, the services sold by the Provider are not suitable for people with reduced mobility, minors under the age of 12 and pregnant women (except for trips suitable for families with young children).

### **10.6 Assignment of contract**

The Client may assign their contract to a third party who meets the same conditions as the Client to undertake the trip or stay, provided the contract has not yet taken effect.

Unless otherwise stipulated, the assignor must inform the Provider of its decision by any means capable of producing an acknowledgement of receipt no later than seven (7) days before the start of the trip. Under no circumstances is this transfer subject to prior authorisation by the Provider, it being specified that the transfer is only valid on condition that the assignee fulfils the physical conditions and level required to take the trip.

The assignor and the assignee are jointly and severally liable for the payment of the balance of the travel Order as well as all fees, costs and taxes relating to this transfer. The transfer fees may change depending on the date of transfer prior to departure, and the definitive amount will be communicated to the Client at the time of his/her request to the Provider.

## **11. Insurance**

When the Order is placed, the Provider offers to take out insurance covering the cost of cancellation - loss or theft of luggage and trip interruption.

In view of the risks inherent in the sports practised during the stays offered by the Provider, the Client must take out repatriation, rescue and search insurance in Order to take part in the stays offered by the Provider.

No modifications will be possible once the insurance has been taken out. If the Client does not wish to take out the repatriation - rescue and search insurance offered by the Provider, they must provide a certificate from their own insurance company specifying the maximum amount of cover for evacuation costs.

It is the Client's responsibility to check, before registration, the risks for which they are already covered.

At the time of registration, the Provider offers the Client the option of taking out a comfort cancellation insurance policy and a comfort multi-risk insurance policy. A summary of the insurance policies can be provided on request.

As soon as the policy is taken out, the premium is due and cannot be refund.

## **12. Liability**

The Provider and any other organiser or service provider are responsible for the proper execution of the services ordered by the Client and are obliged to provide assistance to any Client in difficulty in accordance with the conditions set out in Article 13 of these GTC. The Provider is liable for any errors due to technical faults in the booking system for which it is responsible. However, the Provider may be exonerated from all or part of its liability by proving that the failure to perform or improper performance of the contract is attributable either to the Client (for example, failure to present identity and/or health certificates, that are expired or insufficiently valid, or not in accordance with the details in the technical specifications), or to the unforeseeable and insurmountable act of a third party who is not involved in the provision of the services provided for in the contract, or to a case of force majeure, as defined in Article 9.

In any event and excluding personal injury and intentional damage, to the extent that international conventions define the conditions under which compensation is owed by a service provider supplying a travel service that is part of a trip or stay, or limit the scope of such compensation, the same limits apply to the organiser or retailer. In other cases, the Provider's liability is limited to an amount equal to three (3) times the price of the trip or stay ordered and resulting in compensable damage.

When the Client's transport is provided by an airline, schedules and itineraries may be subject to change. The Provider will notify the Client, as far as possible, of any changes that may occur prior to the scheduled departure date. In the event of any difficulty relating to transport, any complaint must be addressed directly to the airline concerned.

The Provider acts as an intermediary between the Client and other service providers and should not be confused with the latter, who in any event retain their own responsibilities.

## **13. Assistance**

The Provider shall provide appropriate assistance to the Traveller in difficulty as quickly as possible, taking into account the circumstances of the case, including in the circumstances referred to in article VII L.211-16 of the French Tourism Code:

*"When it is impossible, due to exceptional and unavoidable circumstances, to ensure the return of the passenger as provided for in the contract, the organiser or retailer shall bear the costs of the necessary accommodation, if possible of an equivalent category, for a maximum of three nights per passenger. If longer periods are provided for by European Union legislation on passenger rights applicable to the means of transport concerned for the return of the passenger, these periods shall apply."*

The Provider will provide useful information on health services, local authorities and consular assistance; assist the Client in making communications and finding other Travel Services. In this respect, the Provider shall be entitled to charge a reasonable price corresponding to actual costs for such assistance if such

difficulty is caused intentionally by the Client or by the Client's negligence.

#### **14. GDPR, Proof and archiving**

In accordance with the French Data Protection Act of 6 January 1978, as amended and supplemented by the General Data Protection Regulation (GDPR), which came into force on 25 May 2018, it is hereby reminded that the personal data requested from the Client is necessary for the processing of his/her Order and the preparation of invoices.

The personal data collected from Client is processed by the Provider. It is recorded in the Client file and is essential for processing the Order. This information and personal data are also kept for security purposes, in order to comply with legal and regulatory obligations. They will be kept for as long as necessary for the execution of the Orders and any applicable guarantees.

The data controller is the Provider. Access to personal data will be strictly limited to employees of the data controller who are authorised to process such data due to the nature of their functions. The information collected may be communicated to third parties linked to the company by contract for the execution of sub-contracted tasks, without the Client's authorisation being required.

As part of the performance of their services, third parties will have limited access to the data and are obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, the Provider prohibits the sale, rental, transfer or give access to third parties to the data without the Client's prior consent, unless required to do so for legitimate reason.

These data may be communicated to any of the Provider's partners responsible for executing, processing, managing and paying for Orders.

If the data is transferred outside the European Union, the Client will be informed and the guarantees taken to secure the data (for example, the external service provider's adherence to the "Privacy Shield", adoption of standard protection clauses validated by the French Data Protection Authority (CNIL), adoption of a code of conduct, obtaining CNIL certification, etc.) will be specified.

In accordance with the applicable regulations, the Client has the right to access, rectify, delete and transfer their personal data, as well as the right to object to the processing for a legitimate reason. These rights may be exercised by contacting the data controller at the postal or e-mail address or on the Website.

In the event of a complaint, the Client may submit a complaint to the data controller of the Provider or to the the French Data Protection Authority (CNIL).

The Client acknowledges having the required capacity to contract and acquire the Services offered on the Website.

For any requests, please contact the Provider at the following e-mail address: [contact@watse.fr](mailto:contact@watse.fr)

#### **15. Intellectual property**

The content of the Website is the property of the Provider and its own partners and is protected by French and international intellectual property laws.

Any total or partial reproduction of this content is strictly prohibited and may constitute an infringement of copyright.

#### **16. Non-conformity, complaint(s)**

If one of the Travel Services is not performed in accordance with the contract, the Provider or its partners will remedy the non-conformity, unless this is materially impossible or involves disproportionate costs, considering the importance of the non-conformity and the value of the Travel Services concerned.

If the Provider or its partners fail to remedy the non-conformity, in accordance with the paragraph above, the Client may request a price reduction and, in the event of separate damage, claim compensation under article L. 211-17 of the French Tourism Code.

If the Provider or its partners fail to remedy the non-conformity within a reasonable time, the Client may remedy the non-conformity itself and request reimbursement of the necessary expenses. The Client is not required to specify a deadline if the Provider or its partners refuse to remedy the non-conformity or if an immediate solution is required.

When a significant part of the Travel Services cannot be provided as specified in the contract, the Provider or its partners will offer, at no extra cost to the Client, alternative services, if possible of equal or superior quality than those specified in the contract, for the continuation of the contract, including when the return of the Traveller to their departure location is not provided as agreed.

If the alternative services offered result in a lower quality trip or stay than specified in the contract, the Provider or its partners will grant the Traveller an appropriate price reduction.

The Traveller may only refuse the alternative services offered if they are not comparable to what was agreed in the contract or if the price reduction granted is not appropriate.

When a non-conformity considerably disrupts the execution of a trip or stay and the organiser or retailer does not remedy the situation within a reasonable time, the Traveller may cancel the contract without paying cancellation fees and, if applicable, request a price reduction and compensation for distinct damage under article L. 211-17 of the French Tourism Code.

If it proves impossible to offer alternative services or if the Traveller refuses the alternative services offered, the Client has the right, if applicable, to a price reduction and, in the event of distinct damage, compensation in accordance with article L. 211-17 of the French Tourism Code, without terminating the contract.

If the contract includes passenger transport, the Provider or its partners will also provide the Traveller, , with repatriation by an equivalent means of transport, as soon as possible considering the circumstances and at no additional cost to the Traveller.

When it is impossible, due to exceptional and unavoidable circumstances, to ensure the return of the Traveller as provided for in the contract, the Organiser or retailer shall bear the costs of the necessary accommodation, if possible of an equivalent category, for a maximum of three (3) nights per Traveller. If longer periods are specified by European Union legislation on passenger rights applicable to the means of transport transport for the traveller's return, these periods shall apply.

The limitation of costs as stated above does not apply to persons with reduced mobility, as defined in article 2(a) of Regulation (EC) No 1107/2006, to persons accompanying them, to pregnant women and unaccompanied minors, or to persons requiring specific medical assistance, provided that the Organiser or

retailer has been notified of their particular needs at least forty-eight (48) hours before the start of the contract. The Provider or its partners cannot invoke exceptional and unavoidable circumstances to limit liability under this Article if such circumstances are not available to the transport provider concerned under the applicable legislation of the European Union.

## 17. Settlement of disputes & applicable law

For any complaint related to the reservation of Services or their performance to be processed, it must :

1. Be sent to the Provider's After-Sales Service at the addresses given at the head of this document by registered letter with acknowledgement of receipt within sixty (60) days from the execution of the Services;
2. Be accompanied by all supporting documents issued to the Client as part of the Order and proving the validity of the request.

Any Client who has not received a satisfactory response to their complaint within sixty (60) days of contacting the After-Sales Service may have recourse to conventional mediation, in particular with the Consumer Mediation Commission (French Consumer Code, article L.612-1) or with existing sectoral mediation bodies, such as the Mediatir of Tourism and Travel, whose contact details can be accessed via the following link: [www.mtv.travel](http://www.mtv.travel), or to any other alternative dispute resolution method in the event of a dispute.

The Client may also consult the Online Dispute Resolution (ODR) platform by clicking [here](#).

However, if after forty-five (45) days, the Parties have not reached an agreement on a compromise or solution, the dispute will be submitted to the jurisdiction designated below.

All disputes arising from these GTC and the agreements stemming from them, regarding their validity, interpretation, execution, resolution, consequences and outcomes, which could not be resolved amicably between the Provider and the Client, will be submitted to the competent courts under the conditions of French common law.

These GTC and the operations arising from them are governed by French law and the French Tourism Code.

These GTC are written in French. Should it be translated into one or more languages, only the French text will be deemed authentic in the event of a dispute.

## 18. Standard information form

French Simplified Joint-Stock (SAS) with capital of €5,000 - Annecy Trade and Companies Register under number 833 347 560  
Registered office at 63 avenue de la gare - 74170 SAINT GERVAIS LES BAINS  
Administrative licence no. IM074180002  
Financial guarantee: Groupama Assurance-Crédit, 75008 Paris, contract no. 4000715939/1  
Insurance cover: Hiscox France, 19, rue Louis le Grand - 75002 Paris n° HA RCP0295780

Civil liability: Groupama Caution

If you conclude a contract with the WATSE company within 24 hours after receiving confirmation of the booking from the WATSE company, the Travel Service provided by the WATSE company and its partners will constitute a package as defined by Directive (EU) 2015/2302 and article L.211-2 of the French Tourism Code.

Therefore, you will benefit from all the rights granted by the European Union applicable to packages. WATSE will be entirely responsible for the proper execution of the package in its entirety.

In addition, as required by law, WATSE is protected to refund your payments and, if transport is included in the package, to ensure your repatriation in the event of insolvency.

For more information on essential rights under Directive (EU) 2015/2302: [here](#).

By clicking on the hyperlink, the Traveller will receive the following information:

Essential rights under Directive (EU) 2015/2302 transposed into the Tourism Code:

- Travellers will receive all essential information on travel services before concluding the package travel contract.
- The organiser and the retailer are responsible for the proper execution of all travel services included in the contract.
- Travellers are provided with an emergency phone number or contact details enabling them to reach the organiser or retailer.
- Travellers may transfer their package to another person, subject to reasonable notice and potentially upon payment of additional fees.

The price of the package may only be increased if specific costs increase (e.g. fuel prices) and if this possibility is explicitly provided for in the contract, and in any case may not be changed less than twenty days before the start of the package. If the price increase exceeds 8% of the package price, the traveller may cancel the contract. If the organiser reserves the right to increase the price, the traveller is entitled to a price reduction in the event of a reduction in the corresponding costs.

Travellers may cancel the contract without paying any cancellation fees and receive a full refund of payments made if one of the essential elements of the package, other than the price, undergoes a significant change. If, before the start of the package, the professional responsible for the package cancels it, travellers may obtain a refund and compensation, if applicable.

Travellers may also cancel the contract without paying a cancellation fees before the start of the package in the event of exceptional circumstances, such as serious safety issues at the destination that are likely to affect the package.

Moreover, travellers may cancel the contract at any time before the start of the package, subject to payment of appropriate and justifiable cancellation costs.

If, after the start of the package, essential elements of the package cannot be provided as planned, appropriate alternative services must be offered to travellers at no additional cost. Travellers may cancel the contract without paying cancellation fees when the services are not performed in accordance with the contract, if this significantly disrupts the execution of the package and if the organiser does not remedy the issue.



Travellers are also entitled to a price reduction and/or compensation in the event of non-performance or poor performance of travel services.

The organiser or retailer must provide assistance if the traveller is in difficulty.

If the organiser or retailer becomes insolvent, the amounts paid will be refunded. If the organiser or retailer becomes insolvent after the start of the package and if transport is included in the package, the repatriation of travellers is guaranteed.

WATSE has subscribed to insolvency protection with APST (<https://www.apst.travel/2017/05/15/qui-sommes-nous/>).

Travellers may contact this entity (contact details, including name, geographical address, e-mail address and phone number) if services are denied to them to WATSE's insolvency.

**General Terms and Conditions of sale updated on 22 November 2024.**