



## Terms and conditions

Please read the following information carefully:

These terms and conditions ("Conditions") set out the terms of the agreement between Queen of Clubs France Sarl acting as a wholesaler of services and you travel expert acting as a Travel Organizer or Principal in your country which buys either a package (as defined below) or a single supply.

Queen of Clubs is the trading name of Queen of Clubs France Sarl, a limited company incorporated in France (Siren 809611726) whose registered office is at 9 Rue Bachaumont 75002 Paris (for our office address please see Contact Us details below) and is referred to in these Conditions as "you" meaning the travel organizer and "traveller" meaning the end consumer.

A contract will exist once you have made your booking with us, we have issued you with our booking confirmation and you have paid for the services booked and confirmed with us.

A Travel Expert who works for the Travel Organizer must produce all bookings and must be the primary point of contact whom we deal with. Where your booking is for more than one person, the first-named person in the party must be at least 18 years and will be treated by us as the 'lead name' for your booking.

The travel agent/expert acts as a principal and will be responsible for making all payments regardless the method of settlement he/she wishes to use.

Before making a booking with us you should read these terms and conditions carefully as these will form the basis of the contract between you and us. If any part of these Conditions is invalid or unenforceable the remainder will not be affected and will remain valid and enforceable. British law will govern these Conditions and our contract.

It is important that you accurately complete our booking form. All documents, notices and other information relating to your booking will be forwarded to you and you will be held responsible in forwarding this to your client (traveller) without failing to include any details.

We reserve the right to refuse to accept and/or not to proceed with any booking at any time in our sole discretion.



## Packages

A 'package' is a pre-arranged combination of at least two supplies by you through us at an inclusive price where the combination of type of supply could be:

Passenger Transport, Accommodation, Restaurant or catering, Admission to cultural event etc.

Where the arrangements, which you make with us, do not amount to a package we act as a wholesaler that buys and resell services to a principal which aim is to make profit by reselling them to its client, the traveller.

## Payment

You will be notified at the time of booking of the price of your package. You will be required to pay us the full price when sending us the booking form. Payment may be made by credit or debit card and bank transfer. All payments by credit card will be subject to a 2.5% fee for Visa or MasterCard and 3.5% for Amex, which will be added later to the final invoice if you decide to pay this way.

## Price

The prices quoted in our estimates or in our brochures are correct at the time of publication and are subject to change. The price for the service is the price we confirm to you at the time of your booking and it is valid for 24 hours unless differently specified

## Changes and cancellations by you

Where your customer or any member of his party is prevented from travelling for any reason the cost will not be refunded unless we wish to take any other decision

If you wish to make any other changes to the booking after we have sent confirmation, we will try but cannot promise to meet any request and it may be subject to the approval by our suppliers to us and payments of any additional costs. Any request must be made in writing to us.

When a service is amended 30 days or more prior to the first service booked an administration fee of £50 will be applied.

A charge of £100 will be applied if the amendment is received less than 29 days prior to the first service booked

A charge of £100 will be applied if the amendment is received less than 15 days prior to the first service booked



Name and date changes are not always permitted for admissions or general tickets and will be treated as a cancellation and/or charge for the amendment, which will be passed on to you. Normally changes may result in having to pay for the cancelled ticket and pay for a replacement at full cost.

If you wish to cancel a confirmed booking we require to send us written confirmation.

Our cancellation charges will apply (see the table 'Cancellation Charges' below). To compensate us for the cost of dealing with your booking and any other expenses and losses we may have. We will not refund any administration fees or credit card fees relating to your booking if you cancel. Our cancellation charges increase the nearer the cancellation is made to the start date of your first service as we may not be able to resell it without making significant price reductions or at all.

Important: For some supplies we may have different cancellation policies and these will be advised to you before booking and we will confirm these on your booking confirmation or at the time of cancellation.

#### Cancellation - Concert and Cultural Events

Queen of Clubs is not responsible for any unpredictable event that may cause the cancellation of the show, therefore there will be no refund on the tickets purchased regardless of the reason and it will be only your responsibility to claim the face value of the tickets through the official channels.

#### Cancellation charges – General Services

Number of days left before the due date of departure when your authority in writing is received by us. Cancellation charge (expressed as a percentage of the total package price)

60 days or more 20% of the full amount  
59 - 30 days 40% of the full amount  
30 - 15 days 80% of the full amount  
15 days or less 100% of the full amount

Important: If any ticket for any event have been confirmed at the time of cancellation 100% cancellation fees will apply to this element.

#### Changes and cancellations by us



We will do our utmost to deliver the services which we have contracted to provide to you. As we put in place the arrangements necessary to enable us to offer our range of services many months in advance, we may occasionally have to make changes and reserve the right to do so at any time. Example type of vehicles, guide, restaurant or club which might be closed without notice, etc..

Most changes are minor but we will always tell you before confirming the booking or, if you have already booked, as soon as we are able to prior to the date of the first service with us.

Important: Compensation payments do not apply where any change is due to circumstances outside of our reasonable control, including industrial action, war, threat of war, civil commotion, terrorism, airport closure, changes in schedules of airlines, adverse weather conditions affecting any airport, sea port or other transport link, flight delays, police or security alerts, natural or nuclear disaster and health risks.

Limitations of our liability to you, Travel Agent our costumer:

We accept responsibility for ensuring the proper performance of the booking using reasonable care and skill but will not accept responsibility:

- If member of the traveller's party is at fault
- If the failure is the fault of someone who is not concerned with our providing the service
- Anything, which is beyond our reasonable control (see definition above)
- For the acts and/or omissions of our employees, agents, sub-contractors and suppliers who have acted outside our authority

Our liability in all cases shall be limited to a maximum of 3 times the total cost of the service (including deposits and administration charges) excluding any personal injury suffered by the traveller or of his party as a result of our failing to perform, or the improper performance, of the services involved in experience and is subject to the limitations below.

Our liability is limited in accordance with any limits or exclusions in accordance with any international convention, which generally limits the liability of transport operators. These include the Montreal Convention (as amended) and European law, which limit the liability all carriers.

Unless we have expressly agreed to, we will not accept liability for any consequential or indirect losses arising from your holiday.

Our suppliers and local representatives are instructed not to act as our agents in booking any activities except for those booked directly through us. They do not act as



our agents when offering such assistance and we do not accept any liability for these activities.

We do not accept responsibility if the traveller or a member of his party suffers death, illness or injury during his holiday arising out of an activity which does not form part of the travel arrangements with us or as a result of an excursion arranged through us. We will, at our discretion, offer assistance up to a maximum of £5,000 provided we have confirmed that we are willing to provide assistance in writing. If the traveller brings a successful action against a third party or he is covered by insurance for anything we provide assistance for, we will be able to recover from him the cost of any assistance we have given to him. If you or the traveller are considering legal action against a third party and you would like our assistance, you must provide us with full details and obtain our consent before commencing of any proceedings.

### Special requirements

If you have any special requirements you must inform us of these at the time of booking so that we can confirm if we can accommodate the request and pass these onto our suppliers. We cannot guarantee that we will be able to meet the requirements. We are not a specialist disabled holiday company but we will do our best to cater for any special requirements you may have

### Traveller Responsibilities

**Behavior** - Travellers are responsible for their behavior and any members of the party. We and our suppliers reserve the right to refuse boarding or travel and to remove you and/or any member of the party from any transport, accommodation or part of holiday if any of the member of the party is drunk; under the influence of drink or drugs; is reasonably believed to be in possession of unlawful drugs; are behaving violently, disruptively, dangerously or irresponsibly; act in a manner which presents a risk or is causing a nuisance or annoyance to others. No refunds will be made, no compensation paid and no costs or expenses incurred by you reimbursed or recoverable from us in any of the above circumstances

**Insurance** - None of the activities included in any of our tours can be deemed to be of a hazardous nature. If travellers make their own insurance arrangement we advise that you check the policy to confirm that it covers all the activities booked.

While on holiday if travellers choose to take part in an activity, which was not booked with us, we will not accept any liability for any losses including death or injury. It is essential that you ensure that the traveller and the party are covered under the terms of your own travel insurance.



## Complaints

If you feel that any part of the booking arrangements is not provided as we promised, you should notify ourselves as soon as possible. If the traveller is unable to resolve any dispute before the return from his holiday you must provide us with written details within 30 days of his return. Any delays in advising us can make it difficult for us to investigate the complaint fully.

## Data protection

We will not use any personal data relating to the traveller which we hold at any time for any purpose other than in connection with your booking. We will not pass on such data to third parties except where necessary unless authorized by you, i.e traveller mobile number, date of birth, credit card, photos or any other sensitive information. You consent to this traveller information being supplied to our suppliers (including hotels, airlines, restaurants insurers and transport companies and any necessary public authorities). This information may include information about any disabilities, dietary requirements or your religion and may be transferred abroad.

We may use your data to notify you of our services, offers and promotions from time to time and if you do not wish us to receive this information you please notify us at any time.

If you wish to find out more about the personal data we hold about you we can supply a copy of this for a small charge.

## Contact us

If you wish or need to contact us then please write to  
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Booking.Paris@Qofclubs.com

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