

DISCOVERY TRAINS

Special Terms and Conditions of Sale

Any booking made with Discovery Trains implies acceptance of these Special Terms and Conditions of Sale by the person making the booking, who undertakes to inform all travellers accordingly.

ARTICLE 1 - Identification of the organiser and scope of application

These Special Terms and Conditions of Sale supplement the General Terms and Conditions of Sale applicable to travel agencies and govern the contractual relationship between the company DISCOVERY TRAINS and the client.

The company DISCOVERY TRAINS, a private limited company (SARL) with share capital of €40,000, is registered with the Paris Trade and Companies Register under number 503 435 398. Its registered office is located at 8, boulevard de la Bastille, 75012 Paris. Discovery Trains acts as organiser and/or retailer within the meaning of the French Tourism Code (Code du tourisme).

Discovery Trains is registered with the Register of Travel Agents maintained by Atout France, 23 place de Catalogne, 75014 Paris, under number IM 075130071. It holds a professional liability insurance policy no. RCP 0079717 taken out with HISCOX France, 19 rue Louis le Grand, 75002 Paris, as well as a financial guarantee issued by the Association Professionnelle de Solidarité du Tourisme (APST), 15 avenue Carnot, 75017 Paris.

These terms and conditions are available on the website www.discoverytrains.net. The conditions applicable are those in force at the date of booking.

ARTICLE 2 - Entry into force and duration

These Special Terms and Conditions of Sale apply from the confirmation of the booking by the client, for the duration of the service as stated in the travel programme.

Payment of the first deposit constitutes confirmation of the booking and acceptance of the services, prices and these terms and conditions.

ARTICLE 3 - Contractual documents and pre-contractual information

Prior to payment of the deposit, the client receives a quotation describing the travel programme, services, prices and applicable conditions (destination, transport, accommodation, meals, formalities, included visits, payment and cancellation terms, optional insurance). These documents constitute the contractual information referred to in Articles L211-8 and R211-4 of the French Tourism Code, which governs this contract as a matter of French law.

Payment of the first deposit constitutes confirmation of the booking and acceptance of these terms and conditions, even in the absence of a handwritten signature.

Information relating to administrative and health formalities is provided for guidance only. It is the client's responsibility to ensure that they hold the necessary travel documents. Discovery Trains cannot be held liable in the event of missing or insufficient documents, including visas.

ARTICLE 4 - Description of services

Discovery Trains offers clients tailor-made bespoke travel packages comprising the services listed in the travel programme or quotation.

4.1 Accommodation

The accommodation listed may be replaced by equivalent establishments 'or similar', of comparable category and comfort level, subject to availability at the time of confirmation.

4.2 Visits and excursions

Discovery Trains reserves the right to modify the order of visits or excursions for reasons of organisation, safety, weather or transport.

4.3 Transport

Discovery Trains undertakes to use only carriers authorised by the competent authorities. The execution of passenger and luggage transport is the responsibility of the carriers.

4.4 Pre- and post-routing

Where pre- and post-routing arrangements do not form part of the bespoke travel package booked with Discovery Trains, they are made under the sole responsibility of the client. In such cases, it is recommended to purchase flexible tickets and to allow ample connection times.

4.5 Photos

Photographs and illustrations appearing in travel documents are for illustrative purposes only and are not contractually binding.

ARTICLE 5 - Booking and price

All bookings become final upon receipt of the deposit. All prices are quoted in euros. The price becomes final upon payment of the first deposit. In accordance with the VAT margin scheme applicable to travel agents under French law, invoices do not itemise VAT.

The price may be revised to reflect changes in transport costs, taxes or exchange rates. In the event of an increase exceeding 8%, the client may cancel the contract without charge. No surcharge may be applied within 30 days of departure.

ARTICLE 6 - Payment terms

Unless otherwise stated on the quotation or programme:

- for any booking made more than 60 days before departure: deposit of 30% of the total price (to which airfare and insurance costs are added if applicable);
- balance due no later than 60 days before departure;
- for any booking made less than 60 days before departure: full payment at confirmation.

Where certain services require advance payment, Discovery Trains may request a higher deposit or full payment, as specified on the quotation. Any delay in payment of the balance may be treated as a cancellation.

Accepted payment methods: bank card, cheque (not accepted less than 45 days before departure), bank transfer.

ARTICLE 7 - Cancellation conditions

7.1 Cancellation by the client

Any cancellation must be notified in writing to Discovery Trains. The date of receipt of the notification determines the date used to calculate fees.

Unless otherwise stated on the quotation or programme:

Cancellation period	Cancellation fees
More than 60 days before departure	30% of total price
Between 59 and 30 days before departure	50% of total price
Between 29 and 18 days before departure	80% of total price
Less than 18 days or no-show	100% of total price

Airline or train tickets and transport offered outside the bespoke travel package (in particular pre/post-routing shown as a separate line on the quotation), as well as insurance and show tickets, cannot be refunded after issue.

The cancellation fees indicated above are default conditions. Where the quotation or programme specifies different cancellation conditions, those shall prevail.

7.2 Special cases

In the event of cancellation by one or more participants on the same booking, the originally quoted price cannot be guaranteed. Remaining participants must accept the revised price, failing which their participation will be considered cancelled by their own action. External costs incurred by the client (visa, vaccinations, personal transport) are never refundable.

7.3 Cancellation by Discovery Trains

Discovery Trains may cancel the trip in the event of exceptional and unavoidable circumstances and, for group tours, if the minimum number of participants is not reached (information communicated at least 3 weeks before departure). In all cases, amounts paid will be refunded in full without penalty within 14 days.

7.4 Modifications

Minor changes to the programme (timetables, etc.) may be made without the client's consent. In the event of a material change after departure, Discovery Trains will offer replacement services or return transport, without prejudice to the client's rights.

Any service not consumed or trip cut short at the client's initiative shall give rise to no refund.

ARTICLE 8 - Administrative and health formalities

From the time of booking confirmation, the client is invited to check the entry and visa requirements applicable to their nationality with the relevant embassies, consulates or official government sources of their country of residence. The name provided at the time of booking must be identical to that shown on identity documents.

Visa

Where the destination requires a visa, Discovery Trains may handle the application process upon request, for clients holding a French passport and residing in France. If the client prefers to manage this independently, they do so at their own risk. Visa fees are never refundable.

Health risks

For health information, the client may consult the website of the World Health Organisation (www.who.int) or the relevant health authority of their country of residence.

ARTICLE 9 - Liability

Discovery Trains carefully selects its service providers and takes all reasonable steps to ensure that the trip runs smoothly. Its liability cannot be engaged for the consequences of strikes, disruptions, weather conditions, delays beyond its control, loss or theft

of documents, luggage or personal belongings. Its liability is equally excluded in the event of the client's inability to produce the required documents at embarkation or at the border of the countries visited.

ARTICLE 10 - Force majeure

Discovery Trains cannot be held liable in the event of exceptional and unavoidable circumstances (natural disasters, conflicts, epidemics, administrative decisions, strikes, etc.). It cannot be held liable either in the event of the client's own fault.

If an essential element of the trip becomes impossible before departure, the client will be informed within 48 hours and may choose to accept a modification or cancel the contract with full refund.

ARTICLE 11 - Travel insurance

No insurance is included in the trip price unless otherwise stated on the quotation.

For clients residing in a European Union member state, Discovery Trains offers Mutuaide Assistance policies (repatriation and comprehensive cover) available on request. To be valid, cancellation insurance must be taken out at the time of payment of the first deposit.

For clients residing outside the European Union, Mutuaide Assistance policies are not available. It is mandatory to take out a comprehensive travel insurance policy prior to departure, covering at minimum: trip cancellation, medical assistance, hospitalisation and repatriation. Discovery Trains strongly recommends that all clients verify the scope of their cover before confirming their booking. Discovery Trains cannot be held liable for any costs arising from the absence of appropriate insurance cover.

No insurance covers cancellations due to absence or late receipt of travel documents.

ARTICLE 12 - Termination

In the event of a breach of obligations by either party, the other party may send a formal written notice allowing 15 calendar days to remedy the breach. Failing this, the contract may be terminated automatically and without further notice, without prejudice to damages. If Discovery Trains terminates before departure through no fault of the client, all sums paid shall be refunded in full.

ARTICLE 13 - Assignment of contract

In accordance with Articles L211-11 and R211-7 of the French Tourism Code, the client may assign their contract to a person meeting the same conditions, subject to technical feasibility. The assignment must be notified in writing to Discovery Trains no later than 30 days before departure. Assignment costs remain the responsibility of the transferring party. Certain services are non-assignable (airline tickets, train tickets, insurance, visas, etc.).

ARTICLE 14 - Data protection

The data controller is the company DISCOVERY TRAINS. Data collected is used for reservation management, client relations, commercial prospecting and accounting obligations. In accordance with the General Data Protection Regulation (GDPR) and French law, the client has the right of access, rectification, erasure and objection to the use of their data for commercial purposes. To exercise these rights: contact@discoverytrains.net or by post to the address in Article 1. In case of complaint: www.cnil.fr.

ARTICLE 15 - Complaints

Any difficulty arising during the trip must be reported on the spot without delay to Discovery Trains' local partners, and as soon as possible by email or telephone to the agency's advisers, in order to allow a solution to be found. Any complaint must be sent in writing to Discovery Trains, accompanied by supporting documents, within 15 days of return. The response time is 30 to 60 days depending on the complexity of the case.

ARTICLE 16 - General provisions

These Special Terms and Conditions, supplementing the General Terms and Conditions, constitute the entire agreement between the parties. They may only be modified by a written document signed by both parties. Should any provision be declared null and void, the remaining provisions shall continue in force.

ARTICLE 17 - Applicable law and jurisdiction

These Special Terms and Conditions are governed by French law.

In the event of a dispute, and in the absence of an amicable resolution, the Paris courts shall have jurisdiction, without prejudice to any mandatory provisions of the client's country of residence applicable to consumer contracts.

These Special Terms and Conditions of Sale are accepted by the client upon payment of the first deposit, in accordance with Article 3 of these conditions.