

France Travel Solutions Cancellation and Refund Policy

Effective from 08/08/2022

1. General

- (a) In this cancellation policy (**Cancellation Policy**), '**FTS**', '**us**', '**we**' or '**our**' means '**France Travel Solutions**' (ABN 37 936 297 869).
- (b) France Travel Solutions attempts to ensure that any Customer ('**Customer**', '**you**' or '**your**') only books Services that will meet their expectations. We understand, however, that occasionally, this may not be the case. This Cancellation Policy sets out the circumstances in which we may permit cancellation of part or all of a Booking and/or Services. Please note that in administering this Cancellation Policy, we will only deal with the named person who placed the Booking. We encourage you to check our Website periodically to ensure that you are aware of our current Cancellation Policy.
- (c) This Cancellation Policy incorporates our General Terms and Conditions, Privacy Policy and Website terms of use, as amended from time to time (collectively referred to as the '**Terms**'). If you do not accept the Terms, you must not use our Services.
- (d) In this Cancellation Policy, any capitalised term has the meaning given to that term in the Terms.
- (e) To the extent of any inconsistencies between this Cancellation Policy and the France Travel Solutions General Terms and Conditions, this Cancellation Policy will prevail.
- (f) Nothing in this Cancellation Policy is intended to limit, exclude or modify or purport to limit, exclude or modify the statutory implied guarantees/warranties that cannot be lawfully limited, excluded or modified as provided under the *Competition and Consumer Act 2010* (Cth), including the statutory consumer guarantees under the Australian Consumer Law or similar laws in the States and Territories of Australia ('**Consumer Laws**').

2. When FTS will not agree to a cancellation request

- (a) In accordance with the Consumer Laws, the following circumstances DO NOT qualify for any cancellation request of any Booking placed by the Customer:
 - (i) where you have failed to read any of the Terms;
 - (ii) if you change your mind after you have made a Booking with us for Services (for whatever reason);
 - (iii) if the Booking or Service was in accordance with its description but did not meet your general expectations (for whatever reason);
 - (iv) if the Booking or Service was in accordance with its description, but third party providers (including Accommodation Suppliers and Travel Suppliers) did not meet your general expectations (for whatever reason); and
 - (v) if performance of the Services is not possible at the Tour Start Date (or other date for performance advised by us to you) due to your action, inaction, omission or negligence, including but not limited to your failure to:

- (A) attend the Tour due to a medical condition, third party transport being missed, delayed or cancelled or any other personal reason;
 - (B) comply with any health and safety requirements or any other legal requirements.
- (b) FTS assesses each cancellation request on a case by case basis.

3. Events amounting to cancellation

- (a) The following events or circumstances, or combination of events or circumstances, amount to a cancellation request to which the cancellation fees outlined in clause 4 apply:
- (i) a Force Majeure Event occurs; or
 - (ii) actions or inactions by any person or authority beyond the control of the Customer of the premises or venue to be used for the performance of Services under the Contract,
- (b) which causes or results in failing or being prevented, hindered or delayed in the performance of a party's obligations under the Terms.

4. Cancellation of all or part of the Services / your Booking

- (a) Where the Customer cancels all or part of the Services, in accordance with the Terms and this Cancellation Policy, and subject to FTS consent, the Customer acknowledges and agrees that the cancellation fees as set out below are a reasonable and genuine reflection of the proportionate business losses incurred by FTS as a result of the cancellation.
- (b) FTS may charge cancellation fees in accordance with this Cancellation Policy, which can be up to 100% of the Price, regardless of whether the Tour has commenced.
- (c) The cancellation fees are set out as follows:
- (i) **Cancellations more than 120 days prior to the Tour Start Date:** If you cancel your Booking between the date of acceptance of the Booking and 120 days or more before the Tour Start Date, for any reason, you will be liable to FTS for the payment of **10% of the Price**.
 - (ii) **Cancellations between 119 days and 60 days prior to the Tour Start Date:** If you cancel your Booking between 119 days and 60 days before the Tour Start Date, for any reason, you will be liable to FTS for the payment of **50% of the Price**.
 - (iii) **Cancellations 59 days or less prior to the Tour Start Date:** If you cancel your Booking 59 days or less before the Tour State Date, you will be liable to FTS for the **100% of the Price**.
- (d) If you transfer your Booking to another individual, you must pay the fee indicated by FTS (as well as any other Supplier charge associated with transfer of the Booking).
- (e) FTS may not charge a cancellation fee if you cancel your Booking due to a material breach by us of our obligations under the Terms and (if such breach is remediable) if we fail to remedy that breach within 20 business days after receipt of written notice to do so from you.

5. Submitting a cancellation request

- (a) Subject to clause 3 above, a request for a cancellation may be submitted via email at maud@francetravelsolutions.com.
- (b) All cancellation requests are non-reversible once received by FTS (unless FTS agrees otherwise in its absolute discretion) and are subject to the Terms.

6. Liability

- (a) To the extent permitted by law, we do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, an event of Force Majeure affecting you, us or a Supplier or any other event which is beyond our control or which is not preventable by reasonable diligence on our part.
- (b) Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). In particular, we disclaim any liability for any consequential loss, including loss of enjoyment or amenity. This liability clause is subject to your rights under the Australian Consumer Law and nothing in this Cancellation Policy is intended to limit any rights you may have under the Consumer Laws.

7. Other matters

Without limiting the foregoing, FTS reserves the right at its absolute discretion to agree to cancel part or all of a Booking outside of the above circumstances in compelling or extenuating circumstances. FTS' decision with respect to any cancellation request is final and no correspondence will be entered into.

8. Verification

FTS may verify the validity and veracity of some or all of the particulars of a request for cancellation. FTS may also ask you to provide additional information in relation to your cancellation request.

9. Refusal

To the extent permitted by law, in circumstances where we believe that a request for a cancellation does not fall within the scope of this Cancellation Policy or is inconsistent with the Terms, is misleading, incorrect, deceptive and/or is otherwise invalid, FTS may, in its absolute discretion, refuse a cancellation request. To the extent permitted by law, FTS is under no obligation to provide you with reasons as to why your request has been refused. The Customer agrees that any fraudulent, abusive or otherwise suspicious activity or cancellation request will be immediately referred to the relevant authorities.

10. Refund via direct deposit or credit

- (a) Any refund related to a cancellation request that has been accepted in writing by FTS may be either credited:
 - (i) to your bank account, according to the details provided by you during the refund request process; or
 - (ii) to you as a credit note (issued to your email address, according to the details provided by you during the refund request process),

at FTS' sole discretion.

- (b) Credit notes must be redeemed in a single transaction before the specified expiry date. It is up to the Customer to use the full value of the credit note before the expiry date. Any unused balance upon the expiry of a credit note will not be refunded or credited.
- (c) If the Price of the Customer's new booking exceeds the available credit balance, the Customer must pay the difference with another payment method.
- (d) Any credit note issued by us is redeemable for a Booking with us only. It is not redeemable for cash.
- (e) Any refund (or credit, as the case may be) provided by FTS is in no way an admission of liability by or on behalf of FTS or the admission of any other fact in connection with any act or omission which then led to the cancellation request being submitted by the Customer.

11. Credit note terms and conditions

The following terms and conditions apply to all credit notes issued by FTS:

- (a) Your credit note will be valid until at the expiry date printed on your credit note (**Credit Note Term**). You may redeem your credit note during the Credit Note Term for a future booking which involves travel that will happen, including after the expiration of the Credit Note Term. FTS will continue to review the expiration date of the Credit Note Term in respect of your credit note as we evaluate the impact of any event outside of the reasonable control of FTS, including any travel restrictions arising due to COVID-19.
- (b) A credit note may be used for one or multiple future travel bookings and any balance will be held by FTS.
- (c) No additional FTS booking fees will be charged to you when you make a Booking using your credit note, however you may be charged any applicable fees or charges imposed by any Supplier you book your travel with through us.
- (d) Once you have made a new Booking using your credit note, FTS Terms will apply to that booking.
- (e) To the maximum extent permitted by law, unless these terms or the written terms upon which FTS may offer any credit note to you expressly provide otherwise, credit notes:
 - (i) are non-refundable;
 - (ii) are non-transferable;
 - (iii) are not cash or currency, and are not a stored value, gift card or store credit product;
 - (iv) cannot be combined with other offers, vouchers or discounts;
 - (v) cannot be redeemed for cash or credit;
 - (vi) cannot be used or re-issued after the Credit Note Term except at the sole discretion of FTS; and
 - (vii) may be subject to additional terms and conditions as agreed in writing between FTS and you from time to time.

- (f) You must not purchase or sell credit notes and FTS does not sell credit notes. At all times, credit notes remain the property of FTS.
- (g) If you initiate a credit card dispute or chargeback with your bank or credit card company, or if you institute recovery proceedings in any Court or Tribunal, for the return of the funds charged for your Booking, you will not be eligible for a credit note for that Booking. FTS reserves the right to refuse, void, cancel, reject or hold for review your credit note if we believe that you have initiated a chargeback for your Booking and also elected to receive a credit note despite the chargeback.
- (h) By accepting a credit note, you are agreeing that the credit note is in lieu of any refund you might be entitled to receive in connection with cancelling your Booking whether under this Cancellation Policy or any applicable law. By electing to receive a credit note and/or by using the credit note, you are agreeing to these credit note terms and conditions.
- (i) Subject to your rights under Consumer Laws, upon acceptance of a credit note, you release FTS from any and all claims and liabilities, without limitation, relating to your Booking, your inability to complete the Booking, and/or any refund or compensation you might be entitled to in relation to cancelling your Booking.
- (j) Except where prohibited by law, FTS reserves the right to refuse, void, cancel, reject or hold for review any credit note mistakenly applied in an incorrect denomination or applied or procured, directly or indirectly, in connection with fraudulent actions, fraudulent claims, compensation abuse or in connection with any violation of the above credit note terms and conditions or the Terms Agreement. FTS also reserves the right to any remedy, including disqualifying you from participation in the credit note offer, if it suspects or determines that you have committed fraud or otherwise violated the Terms.

12. Change to Cancellation Policy

FTS may change this Cancellation Policy at any time at our absolute discretion by posting the revised policy on our Website. It is your responsibility to review the terms of this Cancellation Policy. By visiting and using the FTS Website, you agree to abide by the terms of this Cancellation Policy, as amended. If we make significant changes to our Cancellation Policy, we may also notify you by other means such as sending an email or posting a notice on the home page of our Website.

13. Contact Us

For further information about our Cancellation Policy or practices, please contact us using the details set out below:

France Travel Solutions

maud@francetravelsolutions.com

<https://www.francetravelsolutions.com/contact-us>

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