# Special conditions of sale For provision of services to the general public - 1st January 2021

# FOREWORD

In accordance with Article L211-8 of the French Tourism Code, the purpose of the special conditions of sale, set out herein, is to inform tourist-office clients of the nature of travel and holiday services provided and the related prices, payment methods and cancellation terms. In accordance with Article L211-9 of the French Tourism Code, the tourist office reserves the right to make any changes to these special conditions of sale, in which event, the persons concerned shall be informed of such changes in writing. One of the principal tasks of the Tourist Office is to promote tourism in the destination. The Saint-Germain Boucles de Seine Intermunicipal Tourist Office cannot be held liable for any failure to deliver by its region's service providers.

# BOOKINGS

Registration is required for all services. Registrations begin at least one month before the service start date. Bookings are deemed firm when the client receives a ticket, which implies their full acceptance of the general terms and conditions and the special conditions of sale. The Tourist Office reserves the right to refuse any person arriving at the meeting point for a service without having booked beforehand. Tickets are valid only for the stated place, session, date and time.

## PRICES

The prices of our services are non-negotiable and all-inclusive. They include admission fees, the services of the guide, and a snack if applicable, as well as handling fees.

### WITHDRAWAL RIGHTS

In accordance with Article L.121-20-4 of the French Consumer Protection Code, the right to withdraw does not apply to the provision of accommodation, transport, meals, ticket sales or leisure pursuits planned for a determined date or period.

### **PAYMENT METHODS**

Payment must be made before the service provision:

At the Saint Germain Boucles de Seine Intermunicipal Tourist Office: by cash, cheque (payable to "OTI Saint Germain Boucles de Seine") or bank card. At

Marly-le-Roi Tourist Office: by cash or cheque (payable to "OTI Saint Germain Boucles de Seine"). Online via the interbank electronic payment system<u>www.seine-saintgermain.fr</u>

### PERSONAL BELONGINGS

The Tourist Office advises participants to take care of their own personal belongings and shall not accept responsibility for any loss or theft.

# TERMS OF CANCELLATION

## **Cancellation by the Tourist Office**

In this event, the Tourist Office must inform the client by mail or email with proof of delivery. Without affecting any rights to claim damages, the client will be refunded in full within 60 days. These provisions do not apply in the event that an amicable agreement has been reached by which the client accepts a substitute service proposed by the Tourist Office. If the Tourist Office has to change the programme, components or time of a service, tickets will not be exchanged or refunded.

### Cancellation by the client

In the event of cancellation by the client, no refunds will be made unless a medical certificate is presented stating clearly that the named client has a medical condition that prevents him/her from benefiting from the planned service. The refund will be paid by bank transfer on presentation of the client's bank details. Paid tickets cannot be returned or exchanged, even in the event of loss or theft. No duplicate tickets will be provided and ticket resale is prohibited.

# CASE OF FORCE MAJEURE

If an event is interrupted in the second half of its duration, or cancelled for reasons of force majeure - which include, non-exhaustively, natural disaster, armed conflict, workplace conflict, public authority injunction, disruption to travel and/or to the supply of raw materials, or an operating accident - or any other unforeseen occurrence beyond the control of the Tourist Office and which cannot be resolved despite the latter's best efforts, tickets will not be refunded, even partially.

### DATA PROTECTION

The Tourist Office may gather personal data for the purpose of processing and following up your registration, sending newsletters and offers, and requesting feedback on the quality of services (by email, SMS, telephone or post). You may unsubscribe at any time by clicking on the hyperlink included specifically for this purpose at the

bottom of each email we send, or by sending an email to communication@seine-saintgermain.fr or by writing to us at the following address: Office de Tourisme Intercommunal Saint Germain Boucles de Seine, Jardins des Arts, 3 rue Henri IV, 78100 SAINT-GERMAIN-EN-LAYE, France, and including a proof of identity.

In accordance with the GDPR you have the right to request access to, or the modification, updating, transfer or deletion of, any data concerning you. To exercise such rights, please contact the data handling manager of the Saint Germain Boucles de Seine Intermunicipal Tourist Office.

We reserve the right to use such information to send you the above-mentioned items, unless you inform us that you object to, or wish to limit, the handling of your personal data.

You also have the possibility of filing a claim with the CNIL (French information commissioner's office).

## **IMAGE & INTELLECTUAL PROPERTY RIGHTS**

All photos, maps and pictures included in the brochures and/or website are purely illustrative and not contractual. Any reproduction of such items, or their use for marketing purposes or otherwise, is strictly forbidden without written prior consent.

The repeated and systematic extraction of protected or unprotected items from the website www.seinesaintgermain.fr causing harm in any manner whatsoever to the Saint Germain Boucles de Seine Intermunicipal Tourist Office or any of its partners or service providers is also prohibited.

## DISPUTES

The special conditions of sale set out herein are governed by French Law. Any claim relating to a service provision must be sent in writing to the Tourist Office, the sole competent party to settle the dispute, within 5 days from the start of the planned service.

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## **BUSINESS REGISTRATION, INSURANCE AND GUARANTEES**

Registration no. IM078170002

BUSINESS IDENTIFICATION NO. 824,932,016 00044

Tel: +33 (0)1 30 87 20 63

Professional civil liability: ETHIAS N°45372784 / PNAS, 159 rue du Faubourg Poissonnière, 75009 PARIS, France

Financial guarantee: APST, 15 avenue Carnot, 75017 PARIS, France Amount of financial guarantee: €10 000 000