

Special conditions of sale

Group Services - from January 1st 2021

PREAMBLE

Conforming to article L211-8 of the Tourism Code, the current special conditions of sale are intended to inform the tourism office's customers, prior to signing the contract, of the content of services on offer relating to transport and trips, from prices, payment methods to conditions for cancelling the contract.

Conforming to article L211-9 of the Tourism Code, the tourism office reserves the right to make modifications to the current special conditions of sale, in which case such information will be brought to the notice of the concerned parties in writing before the contract is entered into.

ARTICLE 1- RESERVATIONS

Reservations are only registered when the duly completed and signed "reservation contract" has been received. This contract must be accompanied by a cheque or bank transfer amounting to **30% of the total sum** of the service. The inter-communal tourism office must receive this three weeks before the service's start date.

For classic guided tours (without additional entrance fees or services), the total balance for the service is due 48 hours before the tour commences. There is no deposit to be paid.

Any reservation made implies acceptance of the general terms and special conditions of sale.

ARTICLE 2 - WITHDRAWAL

In accordance with article L.121-20-4 of the Consumer Code, the right of withdrawal does not apply to services relating to accommodation, transport, catering, purchased tickets or leisure activities which are supplied on a specific date or during a specified period.

ARTICLE 3- PAYMENT OF BALANCE

The customer must formally pledge to settle the balance for the agreed service by any means, at their convenience, 48 hours before the service's start date.

In the case of a payment made by administrative order, the customer must send the administration's agreement to pay the total sum to the inter-communal tourism office 48 hours before the day of the service, at the latest.

If the customer has not paid the balance by the agreed date the contract between the service provider and the customer will be considered terminated.

ARTICLE 4- SERVICES

The cost of our services includes the services of a lecturing guide and the entrance fees to tourist attractions for "afternoon visits" and "tours", and lunch on the "tours".

ARTICLE 5- TIMINGS

The customer must present themselves on the date and time indicated in the contract. If unable to attend or in the case of a late arrival, the customer must inform the tourism office, the contact details for which are listed below.

If a group is late, the tours may, depending on the lecturing guide's availability, be shortened or prolonged and in the latter case, the price may go up.

If the tourism office is not notified of the late arrival, the lecturing guide is not obliged to wait longer than 30 minutes for the customer to show.

On the trip, for the day to run smoothly, the customer must respect the times indicated by the guide. Concerning the return journey, the estimated times detailed on the programme are based on standard traffic and travel conditions. We accept no responsibility for any potential delays.

ARTICLE 6- PERSONAL BELONGINGS

The tourism office advises each participant to keep an eye on their personal belongings and the office accepts no responsibility in case of loss or theft.

ARTICLE 7- CANCELLATIONS

7.1 CANCELLATIONS MADE BY THE TOURISM OFFICE

In this case, the tourism office must inform the customer by mail or email with a delivery receipt. The customer, without any prejudice to his/her right to claim reparation for the damage caused, will be fully reimbursed up to 60 days later. These provisions do not apply when an amicable agreement has been reached which aims to encourage the customer to accept a substitution for the services offered by the tourism office.

The tourism offices reserves the right to modify or cancel any "tour" 22 days before the departure date if the number of people signed up for it is below 12. In this case, the reservation costs will be fully reimbursed.

7.2 CANCELLATIONS MADE BY THE CUSTOMER

Any cancellation made by the customer is subject to the following conditions:

- If a cancellation is made prior to 21 days before the service start date: the sum of the advanced payment will be reimbursed. The refund will be made via bank transfer upon presentation of bank details.

. From 21 days up until 3 days prior to the service start date: the sum of the advance payment will not be reimbursed.

. From two days before, up until the day of the service provided: the entire cost of the service will be owed by the customer.

The tourism office must be notified of any cancellation by registered mail (which must be postmarked on or before) with a delivery receipt addressed to the tourism office.

In the event of a no show or a late arrival, there will be no reimbursement.

7.3 IN THE EVENT OF A FORCE MAJEURE

If a cancellation or a modification is imposed by circumstances of a force majeure, such as (by way of example and without limitation), the occurrence of a natural disaster, a military conflict, a labour dispute, an imperative injunction by public authorities, disruption to transport and/or the procurement of raw materials or an operational accident, so in other words an occurrence the tourism office had no way of predicting, beyond the office's control and which cannot be overcome despite the office's diligence and efforts to resist it – there will be no reimbursement for the cancelled service.

ARTICLE 8 - PROTECTION OF PERSONAL DATA

The tourism office is liable to collect data of a personal nature required for processing your registration, for follow-up contact, sending newsletters, promotions and publicity or for quality surveys (via electronic mail, SMS messages, telephone calls or postal mail). At any moment you can un-subscribe by either clicking on the dedicated hyperlink at the bottom of every form of communication, by sending an email to communication@seine-saintgermain.fr or by sending a letter to the following address: Office de Tourisme Intercommunal Saint Germain Boucles de Seine, Jardins des Arts, 3 Rue Henri IV, 78100 SAINT-GERMAIN-EN-LAYE, with proof of your identity.

Complying with the GDPR, you will benefit from a right to access, rectify, update, transfer or delete any data relating to you by contacting the manager of data processing at the Inter-Communal Tourism Office of Saint Germain Boucles de Seine.

Unless you limit or oppose the processing of your personal data, we reserve the right to use this information to send you the aforementioned documentation.

You also have the right to file a complaint to the CNIL.

ARTICLE 9- INTELLECTUAL PROPERTY / PHOTOS / ILLUSTRATIONS

The photos, maps and illustrations contained in the brochures and/or on the website are for illustrative purposes only and are not contractual in nature. Any reproduction or exploitation of these elements, whether for commercial purposes or otherwise, is strictly prohibited, unless there is prior written consent.

It is forbidden to repeatedly or systematically extract elements, protected or otherwise, from the website www.seine-saintgermain.fr which may be detrimental to the Inter-Communal Saint Germain Boucles de Seine tourism office or one of its service providers or suppliers.

ARTICLE 10 - TERMINATION OF THE CONTRACT

The assignor must inform the tourism office if they are terminating the contract by registered mail with acknowledgement of receipt, at the latest 15 days before the service starts, precisely indicating the name and address of the assignee, who must justify the same conditions as the assignor for carrying out the service.

For information purposes only, transactions resulting from this termination could incur fees in the range of 20 to 50€ depending on the number of people, the type of service and how close to the start of the service the termination is made.

ARTICLE 11 - LITIGATION

The current special conditions of sale are subject to French law. Any complaint relating to a service must be addressed in the form of a letter to the tourism office, the sole competent which can issue a ruling on litigation, within a 5 day period after the service's start date.

In the case of persistent disagreement, the litigation can be submitted to the quality control department for the Fédération Nationale des Offices de Tourisme et Syndicats d'Initiative (The French National Federation of Tourism Offices and Tourist Information Centres), 11 Rue du Faubourg Poissonnière, 75009 Paris, which will endeavour to reach an amicable agreement.

Any litigation which cannot be resolved amicably will fall within the jurisdiction of the courthouse in Versailles for a legal person, and a competent Tribunal for a natural person, conforming to article L.141-5 of the Consumer Code.

REGISTRATION, INSURANCE AND GUARANTEE

Registration n° IM078170002

Company registration: 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

Financial guarantee: APST, 15 Avenue Carnot, 75017 PARIS. Sum of the financial guarantee: 10,000,000€