

# GENERAL TERMS AND CONDITIONS TOURISM OFFICE AIX EN PROVENCE

## Booking Center

### Article 1 – General provisions

1-1 In compliance with the July 22, 2009 law, local tourism organizations assisted by the State, regional and local authorities and their affiliates can participate in or assist with, in the public interest, the organization or sale of travel or of individual or group stays or any services that may be provided in relation to trips or stays including issuing transport tickets, booking rooms in hotels or in local tourist accommodation facilities and the provision of food and accommodation vouchers, tourism-related services including the organization of visits to museums or historical monuments, travel packages, as well as organizing and hosting trade fairs, exhibitions and conventions or any related events which include all or part of the services mentioned above, provided that they facilitate hosting or improve accommodation conditions for tourists in the geographical area concerned. Tourist Offices are local tourism organizations, available to service providers who have signed a mandate agreement with them.

1.2 The Tourist Office sells through its website various services exclusively to individuals, which are governed by these terms and conditions. Services may only be ordered by customers who have read the general conditions in their entirety and have accepted them by checking the box or by clicking on the hyperlink provided for this purpose on the website.

If acceptance is not provided, the software will not allow the order to be followed up. The customer should at least be 18 years of age, be legally able to enter into an agreement with and use this website in accordance with the terms and conditions. Except in cases of fraud, of which the customer must provide proof, he/she is financially responsible for his/her actions on the website, including the use made of his/her username and password. He/she also guarantees the truthfulness and accuracy of the information provided on the website. Any use of the website which is fraudulent or found to be fraudulent and that breaks these terms and conditions can at any time render partner offers inaccessible to the user as well as the other features of the website services.

1-3 The website lists the following information:

Legal information which provides precise information on the Tourist Office, indicating its name, postal address, email address, phone number, fax number, headquarters, references to its registrations with the applicable travel agents and other travel operators, and its Siret (French registration company) number, essential features of the offered services, prices, payment terms, the General Terms of Sale and Specific Terms according to the price of the booking and the duration and validity of the offer.

1-4 These General Terms of Sale are valid from the date of their publication and are applicable unless otherwise agreed. This version supersedes all previous versions.

1- 5 The specific terms of partners which are listed on the description of the service and on the booking confirmation, are also applicable to the offer and the supply of the services. The purchase and/or booking constitute an acceptance of the partners' specific terms.

### Article 2 – The agreement

2-1 As a reminder, any order of one or more of the services offered by the Tourist Office requires the customer's unconditional acceptance of these terms and conditions, which are available and can be consulted either at the front desk of the Tourist Office or on the website [www.aixenprovencetourism.com](http://www.aixenprovencetourism.com).

2-2 The services offered by the Tourist Office can be booked either at the front desk of the Tourist Office, by e-mail or via the website: [reservation.aixenprovencetourism.com](http://reservation.aixenprovencetourism.com).

2-3 For online bookings, descriptions and photographs of the services listed by the Tourist Office on the site are for information purposes only, and the content may vary depending on the provider. By placing an order, the customer expressly acknowledges having obtained all the required information on the nature and characteristics of the ordered services.

2-4 The service agreement becomes final and binding once the customer has validated the website booking page, which contains the summary of the services ordered, and when either full payment has been made for the services ordered or the card number has been entered to secure the order.

2-5 The Tourist Office agrees to contact the customer in writing, by email or otherwise by post, no later than the beginning of the ordered services, to confirm the content of the services ordered as well as the General Terms of Sale.

### Article 3 – Rates

Unless otherwise stated on the website, the prices you see on the Tourist Office website are in Euros and include VAT. Additional local taxes payable locally may be imposed by the competent authorities (tourist tax, visitors' tax etc.) and are payable by the customer.

The Tourist Office reserves the right to change the price of its services at any time, in accordance with the service provider.

Prices include the VAT applicable on the date of the order, and any change in the applicable VAT rate will be automatically applied to the prices shown on the invoice date.

Any modification or creation of new legal or regulatory fees imposed by the competent authorities will be automatically applied to the prices shown on the invoice date.

3-1 In Situ Bookings. For bookings made at the Tourist Office front desk, the price corresponds to the specified services as described in the documents provided at the front desk. Services purchased at the front desk must be paid for either in cash, or by card (Visa or Mastercard).

3-2 Website Bookings. Prices correspond to the specified services as described on the website. In the event of a change, the price shall be that in force on the date on which the website "Basket" is validated. The prices listed on the website may be changed at any time without notice. Such changes will not apply to previously-agreed bookings. Payment for services ordered on the website is made by card (Visa or Mastercard) via a secure payment system (PayBox).

#### Article 4 - Terms for the Performance of the Services

The duration of each service is specified at the front desk of the Tourist Office and mentioned on the website. The customer may not in any circumstances, claim a right to remain on the premises at the end of the service. For the proper performance of the service, the customer must arrive on the specified day and time or contact the provider directly.

##### 4-1 Special Provisions according to the services ordered Tourism products, visits, transportation and tourism packages:

The schedule must be complied with so that the service runs smoothly.

In case of a delay where the customer does not provide notice of his/her time of arrival, the reservation is guaranteed at the discretion of the provider. If the service provider is unable to wait for the customer, a deferment of the activity will be offered to the customer. If no alternative date can be found, the customer is solely responsible for the delay and the full price of the service will be charged.

It is possible that certain activities proposed by the service provider and included in the website descriptions may be cancelled, particularly in adverse weather conditions, in the case of force majeure events, out of season, or when the number of participants required for the activity is not reached. The cancellation of any activity due to a force majeure event or the conduct of a third party to the agreement shall in no case lead to any compensation of the customer by the Tourist Office.

##### Ticketing:

The confirmation document should be presented upon arrival at the service provider's location.

REMINDER: Please check the provider's opening days and hours.

#### Article 5 - Warranty and Payment

The customer must provide his/her bank details to booking with a credit card or store card indicating the card number, expiration date and security code.

#### Article 6 - Transfer of Agreement by the Customer

The customer may transfer the agreement to a transferee who fulfils the same conditions as him/her for the service. In this case the customer is required to inform the Tourist Office of such transfer by email, no later than 7 days prior to the start of the service.

The agreement must be transferred at cost price. The transferor and the transferee are jointly and severally liable vis-à-vis the seller for the payment of the balance due and any additional costs arising from such transfer.

#### Article 7 - Modification by the Tourist Office of a Substantial Part of the Agreement

Should the Tourist Office have to make a change to one of the essential elements of the agreement before the agreed start date of the service, the customer may, without any prejudice to his/her right to claim compensation for any damage which may have been caused, and after having been informed by the Tourist Office by any means whatsoever:

Either terminate the agreement and obtain an immediate refund without charge.

Or accept the change to or substitution of services offered by the Tourist Office, with an addendum detailing the changes then being signed by the parties. If the substituted service is cheaper than the service ordered, the excess will be returned to the customer before the start of the service.

#### Article 8 - Additions and Changes by the Customer

8-1 Any service not mentioned in the package should be paid on the spot. The customer may not, without prior approval of the Tourist Office, change the itinerary of his/her stay. Fees for changes that are not accepted remain entirely at the customer's expense. Unused vouchers will not be refunded.

8-2 The Customer should note that, in accordance with Article L. 121-20-4 of the Consumer Code, he/she does not have a right of withdrawal, which does not apply to tourism services.

#### Article 9 - Cancellation by the customer

9-1 For walking guided tour, ticket, product and tourist service bookings

For admission to tourist locations, tickets are valid for the date of booking. They are non-exchangeable and non-refundable.

For guided tours organized by the Tourist Office and external partners, tickets are non-exchangeable and non-refundable.

For recreation and activities, tickets cannot be exchanged or refunded unless the event is cancelled.

For activities (cooking workshop, sport, relaxation etc.), tickets are non-exchangeable and non-refundable.

9-2 For transport reservations

For total or partial cancellation more than 48 hours before the tour starts, the customer will be refunded any sums paid for cancelled services. Reimbursement will be made either by the transport company (for direct purchases) or by the Tourist Office if the purchase was made through it.

For total or partial cancellation within 48 hours of the tour date, there will be no refund unless the ticket holder can provide a medical certificate no later than the day of the purchased tour.

##### Cancellation due to customer

\* No penalty up to 48 hours before departure. (calendar day)

\* From 48 hours to departure day: no refund. (calendar day)

\* No penalty on presentation of a medical certificate in the name of the buyer.

\* No refund if the excursion was intentionally stopped by the client or when people missed the tour because of lateness.

9-3 For package bookings

In case of total or partial cancellation by the customer, the Tourist Office will automatically apply penalties to the customer, under the conditions set forth below:

\* If the total or partial cancellation occurs at least 72 hours before the start of the service (counted from noon on the day of arrival), no penalty is due and the Office Tourist will refund to the customer any sums paid for the cancelled services, except for specific conditions included in the description of the establishment and on the booking confirmation.

\* If the total or partial cancellation occurs less than 72 hours before the start of the service, there will be no refund in the event of a cancellation or no-show.

\* If a last minute reservation is made (less than 72 hours prior to arrival date), there will be no refund.

\* If the customer does not cancel his reservation or does not report to a service provider, there will be no refund in the event of a cancellation or no-show (no-show charge). In the absence of specific provisions mentioned on the website prior to booking, any change (change of departure date or return time, schedule etc.) or any cancellation by the customer requires payment of the full price of the service, except in cases of force majeure or unless the service provider offers more favourable terms.

#### 9-4 Purchasing a pass

Any purchased pass provides access to all of the services mentioned, but only one entry is permitted per service. Only transport (for passes which include it) can be used for the duration of the pass with partner transport companies.

The pass is non-transferable, non-exchangeable and non-refundable.

#### Article 10 - Cancellation by the Tourist Office

The Tourist Office must inform the customer in writing of any cancellation prior to the start of the service.

The customer, without prejudice to any compensation claim for damage caused, will be refunded for any sums paid immediately and without penalty.

##### 10-1 Special provisions for certain types of services that require a minimum number of participants

An insufficient number of participants may be a valid reason for the cancellation of certain types of services. In this case, the Tourist Office will refund the full amount paid. Such a cancellation cannot occur earlier less than 24 hours before the start of the service.

##### 10-2 Cancellation due to the excursionist:

\* Any cancellation is managed by the excursionist (client information and reimbursement).

\* If the minimum number of clients for departure is not reached, The Tourist Office will fully reimburse.

The responsibility of the Tourist Office and carrier may be sought if the course of the trip is delayed or prevented due to force majeure or fortuitous event, because of the other Party or a third party or external causes such as unrest, intervention of civil or military authorities, natural disasters, strikes, cultural events, closures of roads, fire, water damage, poor operation or interruption of the telecommunications network or grid. Force majeure means any event outside the Party affected, unpredictable, irresistible and insurmountable, which prevents the carrier from performing all or part of the obligations under this Agreement to its load. In all cases, the carrier will do everything in its power to limit the duration and effects of fortuitous event, force majeure or external cause.

\*In the event of force majeure, the client may not require the carrier to compensate.

#### Article 11 - Responsibility

11-1 As the provider of the services, the Tourist Office is the customer's sole contact and is responsible in the performance of the services ordered and obligations under these Terms of Sale.

11-2 The Tourist Office's programmes are based on the opening hours of monuments, museums and establishments. In the event of unforeseen closure, the Tourist Office shall in no event be held liable for the non-fulfilment of a programme that is beyond its control.

11-3 The Tourist Office cannot be held liable for the total or partial failure to perform the services ordered or for the full or partial lack of compliance with the obligations set out in these General Terms of Sale in the case of force majeure events, bad performance or misconduct by the customer or unpredictable and unavoidable actions by a third party not related to the provision of services.

11-4 The Tourist Office shall in no case be held liable for the use of these agreements by third parties or for purposes other than tourism.

11-5 The descriptions and photographs of the services referenced by the Tourist Office on the site are for information purposes only, and are the responsibility of the service provider. The photographs shown on the site are not contractual. While all effort is made to ensure that the photographs, graphics and text used to illustrate the featured service providers' services outline as accurately as possible the services offered, variations may occur. The customer is not entitled to make any claim related thereto.

11-6 Hyperlinks may point to sites other than the Aix-en-Provence Tourist Office site, which assumes no responsibility for the content of these other sites and services.

#### Article 12 - Force Majeure

12-1 Force majeure means any event which is beyond the parties' control of both an unpredictable and unavoidable nature, that prevents either the customer or passengers or agency or service providers involved in the realization of the trip, from executing one or more of the service(s), or from performing all or part of the obligations under the contract.

This is particularly relevant in the case of transport strikes, demonstrations, hotel staff strikes, adverse weather conditions (bad weather, storms etc.) hydrological conditions (floods etc.), establishment closures and geographical occurrences.

12-2 The occurrence of a force majeure event suspends any of the present obligations affected by such event, and holds harmless the party who should have performed the affected obligation. The service provider reserves the right to cancel any reservation and change the date in cases of force majeure. If the service provider is obliged to cancel the service before the customer could have started the activity, a deferral of the activity will be offered to the latter.

#### Article 13 - Privacy

13-1 The [www.aixenprovencetourism.com](http://www.aixenprovencetourism.com) site has been declared to the CNIL (French data protection authority). The personal information provided by the customer (including the number, name and address associated with the credit card) on the website allows you to process and fulfil orders, and is encrypted to prevent it from being read when sent over the internet through encryption software PayBox: Security for you and your customers: a security guarantee by the PCI-DSS certification of the Paybox payment platform which meets current safety standards issued by professional bodies such as GIE Cartes Bancaires, Visa, MasterCard etc.

It encrypts all of the customer's personal information, including the number, name and address associated with the credit card, to prevent it from being read when sent over the internet. In compliance with Article 32 of the January 6, 1978 Data Protection Act amended by Act 2004-801 of August 6, 2004, all information needed to process and execute orders is indicated by an asterisk on the website pages.

Other information requests including optional answers or information concerning whether or not the user would like offers to be sent to him/her – are aimed at gaining a better knowledge of the customer and improving the services offered to him/her.

The occurrence of any unpaid invoices due to fraudulent use of a credit card, will lead to the card identity details used for the customer's order being recorded in a Payment Incident File set up by the card insurer and under its responsibility.

13-2

Once received the client's consent, the Tourist Office may send him/her its newsletter, promotional offers and/or a satisfaction questionnaire by e-mail following his/her stay.

13-3 The customer has the right to access, modify, rectify and delete his/her data. To do so, he/she simply contacts the Tourist Office at the following address:

Office de Tourisme  
300 avenue Giuseppe Verdi  
BP 40160  
13605 AIX-EN-PROVENCE cedex 1

or e-mail: [resaix@aixenprovencetourism.com](mailto:resaix@aixenprovencetourism.com).

Furthermore, the customer can unsubscribe at any time by clicking on the unsubscribe link at the bottom of each sales e-mail.

#### Article 14 - Insurance

The Tourist Office has taken out travel organizer liability insurance with AXA - represented by SAGA 1285 rue André Ampère - BP 60232-13796 AIX EN PROVENCE CEDEX 3, under policy number: 5787735304 to cover the consequences of professional civil liability that may occur while operating as a local tourist organization authorized to market products.

The Tourist Office is registered on the Travel Operators Register with Atout France, under number IM013100069 and is a member of APST (Professional Association of Tourism Solidarity).

#### Article 15 - Claims - Litigation

15-1 Any claim related to a booking made by us must be made in writing to the Tourist Office, within 48 hours of the date of completion of the service, to the following address:

Office de Tourisme  
300 avenue Giuseppe Verdi  
BP 40160  
13605 AIX-EN-PROVENCE cedex 1

or e-mail to [qualite@aixenprovencetourism.com](mailto:qualite@aixenprovencetourism.com).

A claim/suggestion form can also be filled in at the Tourist Office front desk, or online at: [www.aixenprovencetourism.com](http://www.aixenprovencetourism.com). Other claims will not be accepted by the Tourist Office.

15-2 In the event of a claim, the parties will attempt to reach an amicable agreement. In case of an on-going disagreement, the only competent courts are those of the city of Aix-en-Provence.

15-3 In the event of a dispute, the General Terms of Sale are subject to French law. Any dispute concerning their interpretation and/or performance shall be dealt with by the French Courts.