

General terms and conditions of sale – Avignon Tourisme/Avignon Tourist Office website

CLAUSE 1 - GENERAL PROVISIONS

1.1 Designations of the Parties

The designations "AVIGNON TOURISME" or "the seller" and "the customer" or "the user" used hereafter refer respectively to Company AVIGNON TOURISME, on behalf of the Avignon Tourist Office, and the individual or legal entity it deals with. "The Parties" refers to the seller and the customer, jointly.

1.2 Purpose

The purpose of these general terms and conditions is to define the rights and obligations of the parties in connection with the marketing by the Tourist Office of tourist services provided directly by the Tourist Office or by partner service providers, aimed at individuals who are either consumers or non-professionals according to the consumer code or travellers according to the tourist code, as well as tourism professionals (hoteliers, ESCs, Tour Operators, etc.) who have the legal capacity to enter into contracts.

1.3 Pre-contractual information

Under the law of 13 July 1992, licensed tourist offices may book and sell all types of services, leisure activities and accommodation of general interest in their area of operation. They make it easier for the public to get around by offering a choice of services. The Tourist Offices are local tourism organisations, available to service providers who are not members and who have signed a mandate agreement with them. Accordingly, Avignon Tourisme offers for sale on its website, as well as by telephone through its remote reception service or directly at the Tourist Office reception desk, various services for private individuals, which shall be subject to these general terms and conditions of sale.

Services may only be ordered by customers who have previously fully read the General Terms and Conditions and accepted them by ticking the box or clicking on the hypertext link provided for this purpose. Without this acceptance, it is technically impossible to continue the ordering process. By making a purchase/booking, the customer accepts the general terms and conditions of sale. The customer must be at least 18 years old and legally capable of entering into a contract in accordance with the General Terms and Conditions.

Except in the case of fraud for which it is up to the User to provide proof, the User is financially liable for his/her actions on the website, in particular for the use that will be made of his/her user name and password. He/she also guarantees the truthfulness and accuracy of the information provided on the website. Any fraudulent use of the website or any use deemed to be fraudulent, which contravenes these general terms and conditions of sale, shall be grounds for denying the User access at any time to the Services offered by the Partners or other features of the website.

CLAUSE 2 - CONTENT AND SCOPE OF APPLICATION

These general terms and conditions of sale apply automatically to all the services provided by the Tourist Office. They apply to online sales and sales through other distribution and marketing channels (telephone, Tourist Office reception).

Any order or purchase implies full acceptance of these general terms and conditions of sale, which prevail over all other conditions, with the exception of those expressly accepted by the seller and included in the booking contract. They can be viewed and read on the Avignon Tourisme web page <https://gateway.citybreak.fr/ressources/avignon/CGV%202022.pdf>

These general terms and conditions of sale are effective from the date of their publication and are applicable unless otherwise agreed.

The Customer declares that he/she has read and accepted these general terms and conditions of sale before making an immediate purchase or placing an order.

CLAUSE 3 - CONCLUSION OF THE CONTRACT

Avignon Tourisme provides the customer with online information to guide him/her in his/her search. The descriptions and photographs of the services listed on the website are intended solely to describe the service chosen and are intended for guidance only.

If the customer does not feel sufficiently informed about the characteristics of the services he/she wishes to order, he/she may request additional information on these services from the Tourist Office prior to placing an order.

By placing an order, the customer implicitly acknowledges having obtained all the information required on the nature and characteristics of the services ordered.

The service contract becomes firm and definitive when the customer has confirmed the booking form on the website, showing the summary of the services ordered.

If these conditions are not met, the service contract shall not be deemed concluded and the Tourist Office shall not be obliged to provide the services ordered.

CLAUSE 4 - WRITTEN CONFIRMATION

The Avignon Tourist Office undertakes to confirm to the customer, either electronically or, failing that, in hard copy, at the latest before the start of the services ordered, the content of the services ordered as well as the general terms and conditions of sale, the address to which he/she may submit his/her complaints and the conditions relating to the commercial guarantees he/she is entitled to.

CLAUSE 5 - NO RIGHT OF WITHDRAWAL

The legal provisions relating to distance selling set out in the Consumer Code stipulate that the right of withdrawal does not apply to tourist services (article L 121-20-4 of the Consumer Code). Thus, for any order of services placed with Avignon Tourisme, you have no right of withdrawal.

Avignon Tourisme contact details/Tourist Office website:

41, cours Jean Jaurés–84000 Avignon France Tel. 33 (0) 4 32 74 32 74 – E-mail: officetourisme@avignon-tourisme.com - www.avignon-tourisme.com

However, the customer may change or cancel the booking up to 48 hours before the date of the service, according to clauses 9 and 10 of these General Terms and Conditions of Sale.

CLAUSE 6 - PRICES AND PAYMENT

6.1 Prices

Unless otherwise stated, prices are quoted in Euros, including VAT. Additional local taxes payable on site may be imposed by the local authorities (tourist tax, lodging tax, etc.) and are payable by the customer. Payments shall be made by bank card through a secure payment system. In case of error or if the card cannot be debited, the sale is immediately cancelled automatically and the order cancelled.

The prices apply to the services stated and as described therein. Avignon Tourisme/Tourist Office website reserves the right to change the price of its services at any time and in agreement with the service provider. In the event of any change, the price applied will be that applicable on the date the "BASKET" page is confirmed.

6.2 Terms of payment

At the time of booking, the customer communicates directly with the secure payment server which guarantees the confidentiality of the information provided. The secure payment server checks the validity of the bank card used before authorising payment and automatically confirms the result. Avignon Tourisme cannot be held liable for any malfunctions linked to the customer's banking regulations regarding the approval of online transactions.

The customer guarantees the Tourist Office that he/she has the necessary authorisations to use the method of payment chosen by him/her when confirming the contract. The Tourist Office reserves the right to suspend any booking management and any performance of services in the event of refusal to authorise payment by bank card by officially accredited organisations or in the event of non-payment of any sum due under the contract.

Payments made by the Customer will only be considered as final once the sums due have been effectively collected by the Tourist Office.

The Customer can choose from several means of payment offering optimal security, including the following:

1. by bank card (website, telephone reception, Tourist Office reception)
2. by bank draft [for France only] (Tourist Office shop)
3. by cash (Tourist Office shop)

6.3 Payment deadlines

All individual services must be paid in full at the time of booking.

CLAUSE 7 - CONDITIONS FOR THE PROVISION OF SERVICES

The duration of each service is that stated on the website. Due to its specific nature, it cannot be extended after the date on which the service is due. For the proper performance of certain services, the customer must arrive on the day specified and at the times mentioned.

7.1 Accommodation

When booking accommodation, the customer is strongly advised to inform the service provider directly of his arrival time. The customer should refer to the opening hours of the booked accommodation. Unless otherwise specified, the customer must vacate the rooms by 12 noon on the day of departure.

Reminder: some establishments do not have a night reception, please take your precautions.

If, under exceptional circumstances (booking error or unforeseen accident in the room), the room(s) selected is (are) no longer available at the time of the customer's arrival, the service provider must, at no extra cost to the customer:

1. Provide the customer with the same number of rooms as booked, in another establishment of equal or higher class, at a price equal to or lower than the price of the room(s) booked;

Reminder: Establishments are classified according to the comfort and services they offer. The classification standards are controlled by the Prefecture. The photos shown are not contractually binding.

2. Offer the customer a transport solution to that establishment;

3. Reimburse the customer, if he/she so wishes, for the cost of a telephone call between that establishment and his/her family or office.

7.2 Tourist products and transport

The voucher must be shown on arrival at the service provider.

The times indicated must be respected in order to guarantee the smooth running of the service.

If the customer is late and does not inform the service provider of his/her arrival time, the booking is guaranteed at the service provider's discretion. If the service provider cannot wait for late customers, the customer will be offered an alternative date. If no alternative date is available, the customer is exclusively liable for his/her delay and a penalty of 100% of the cost of the service will be charged. Some activities offered by the Service Providers and indicated in the description on the Website may be cancelled due to weather conditions, force majeure, or when the number of participants required for the activity is not reached. The cancellation of any activity due to force majeure or the behaviour of a third party to the contract shall not, in any case, result in any compensation to the customer by the Avignon Tourist Office.

7.3 Monuments/Museums/Tourist sites ticketing

The voucher/ticket must be shown on arrival at the service provider.

REMINDER: Please check the opening days and times of the establishments on your booking confirmation or on the product description on the website www.avignon-tourisme.com

Tickets ordered are not sent by post, except in cases specific to certain service providers. In this case, it is stated in the product description and on the booking that the ticket(s) will be sent to the delivery address given by the User when ordering. The delivery times indicated at the time of ordering are average times for processing and delivery to Metropolitan France or abroad. If the tickets cannot be delivered due to an error made by the User in entering his/her details or due to the User's failure to indicate the existence of an intercom or a keypad, neither the Service Provider(s) concerned nor the Avignon Tourist Office may be held liable.

7.4 Avignon Tourisme products

For **guided tours or other events organised by Avignon Tourisme**, the meeting point is indicated in the description of the guided tours/Events and on your booking confirmation.

In the event of unforeseen closure, the Tourist Office may not be held liable for failure to hold a tour or an event, as such unforeseen closure is considered to be fortuitous.

CLAUSE 8 - VOUCHERS/TICKETS

As soon as the booking is confirmed, the customer will receive a booking confirmation by e-mail, which he/she must hand in and/or show to the service providers he/she uses.

These booking confirmations may, however, depending on the time between the date of booking and the date of the stay, be given directly to the customer on arrival at the Tourist Office or, failing this, the customer may bring the booking number stated on the booking confirmation as well as his/her identity card and go to the service provider.

CLAUSE 9 - CHANGES MADE BY THE CUSTOMER

Unless otherwise stated, the customer may change the services booked up to 48 hours before the date of the service:

- Either through the website www.avignon-tourisme.com by logging in to "my account";
- Or by contacting the central booking office by phone +33 (0) 4 32 74 32 74;
- Or at the reception of the Avignon Tourist Office located at 41 cours Jean Jaurès - 84000 Avignon.

If however the service cannot be changed, the information will be mentioned on the product description sheet on www.avignon-tourisme.com and filled in by the Avignon Tourisme/Avignon Tourist Office website travel consultants.

CLAUSE 10 - CANCELLATION BY THE CUSTOMER

In the event of total or partial cancellation 48 hours before the start of the service, no penalty will be applied and the customer will not be charged any sum and the total amount of the order placed will be refunded to the customer, except under specific conditions specified in the description of the establishment/product and on the booking confirmation.

In the event of total or partial cancellation less than 48 hours before the start of the service, the customer will be charged a penalty of 100% of the amount. The same shall apply if the customer fails to show up for the services ordered, even though he/she has not cancelled all or part of them.

If a last minute booking is made (less than 48 hours before the arrival date), any cancellation will automatically result in a penalty of 100% of the amount of the service(s) to be charged to the customer.

If the customer does not cancel the booking or does not show up at the service provider, he/she will be charged a penalty of 100% of the amount of the service booked (no-show invoice). The price of these services will then be charged to your bank card. Unless specific provisions are mentioned on the website prior to the booking, any change (change of departure or return date, times, etc.) or any cancellation by the User, except in cases of force majeure and unless the service provider concerned agrees otherwise, will result in the collection of fees corresponding to 100% of the price of the service.

CLAUSE 11 - CANCELLATION/CHANGE BY AVIGNON TOURISME/TOURIST OFFICE WEBSITE

In the event of cancellation by the Tourist Office, when the Tourist Office cancels one of its services before the start of the service, it must inform the customer by all means. The customer, without prejudice to any claims for compensation for any damage suffered, shall be reimbursed the sums paid without penalty. These provisions do not apply when an amicable agreement has been reached for the customer to accept another service offered by the Tourist Office.

Insufficient numbers of participants may be a valid reason for cancellation for certain types of services. In this case, the Avignon Tourist Office will refund the full amount paid. This eventuality may not occur less than 24 hours before the start of the service.

CLAUSE 12 – LIABILITY

12.1 The Tourist Office offering services to a customer is the sole point of contact for this customer and is accountable to him/her for the performance of the services ordered and the obligations arising from these terms and conditions of sale.

12.2 The programmes of the Avignon Tourist Office depend on the opening days and hours of the various monuments, museums and establishments. In the event of unforeseen closures, the Tourist Office may not, under any circumstances, be held liable for failure to carry out a programme that is not due to its own fault.

12.3 The Tourist Office cannot be held liable for the total or partial failure to provide the services ordered or for the total or partial failure to fulfil the obligations under these general terms and conditions of sale, in the event of unforeseen circumstances, force majeure, poor execution or faults on the part of the customer, or unforeseeable and insurmountable events on the part of a third party not involved in the provision of the services.

12.4 Under no circumstances shall the Avignon Tourist Office be held liable in the event of the use of these contracts by third parties or for purposes other than tourism.

CLAUSE 13 - FORCE MAJEURE

13.1 Force majeure means any event external to the parties that is both unforeseeable and insurmountable and that prevents the customer, the travellers, the agency or the service providers involved in organising the trip, the performance of one or more services, from fulfilling all or part of the obligations under the contract. This will be the case, in particular, in the event of a strike involving means of transport, events, hotel staff, weather conditions (bad weather, storms, etc.), hydrological conditions (floods, etc.), closure of establishments, and geographical conditions.

13.2 The occurrence of a force majeure event suspends the obligations hereunder affected by the force majeure event and relieves the party who should have performed the obligation so affected of any liability. The service provider reserves the right to cancel any booking in the event of force majeure and to change the date. If the service provider must cancel the service before the customer can commence the activity, the customer will be offered a rescheduled activity.

CLAUSE 14 - DISPUTES/CLAIMS

All complaints must be sent by e-mail to officetourisme@avignon-tourisme.com. In the event of a complaint, the parties shall attempt to reach an amicable agreement. In the event of persistent disagreement, the Avignon Tourist Office undertakes to submit the dispute to the quality department of the Vaucluse Prefecture or to the French Chamber of the Hotel Industry [Chambre syndicale de l'hôtellerie].

In the event of disputes, the general terms and conditions of sale are subject to French law. Any dispute relating to their interpretation and/or execution is subject to the French courts.

CLAUSE 15 - PERSONAL DATA

15.1 General information

The website www.avignon-tourisme.com has been declared to the CNIL. The personal details provided by the customer, including the number, name and address associated with the credit card, on the website are used to process and fulfil orders and are encrypted so that they cannot be read when they are transmitted over the Internet.

Pursuant to the French Data Protection Act of 6 January 1978 modified by Act 2004-801 of 6 August 2004, as well as the General Data Protection Regulation (EU GDPR) 2016/679 of 27 April 2016, Avignon Tourisme is committed to the protection of its customers' personal data, which is essential for processing and fulfilling orders, as soon as it is collected and throughout its processing. This information is indicated by a star on the pages of the website.

Other requests for information requiring an optional response, or information relating to the User's interest in the offers that may be sent to him/her, are intended to get to know him/her better and to improve the services offered to him/her.

Failure to pay due to fraudulent use of a bank card will result in the registration of the details relating to the order of the User who caused this failure to pay in a payment incident file set up by the insurer and placed under its responsibility.

As part of its activity of selling Holidays and Tourist Services, the Seller processes and uses personal data relating to Customers and Recipients.

15.2 Personal Data Protection Policy

To find out more about the management of your data and your rights, you can read our Personal Data Protection Policy at the following address: <https://fr.calameo.com/read/0018588651eb8bd5a3660>

If you wish to exercise your rights, you can write to us at the following e-mail address: rgpd@avignon-tourisme.com

CLAUSE 16 - USE OF COOKIES

The customer is informed that, when he/she visits the website, one or more cookies may be installed on his/her device.

According to this Policy, a cookie refers to all forms of access and recording of information on the customer's device, and in particular information sent by the Websites and stored by the customer's browser on a dedicated space on the hard disk of the said device.

Avignon Tourisme uses cookies to:

- ☑ Ensure the functioning and optimise the performance of the website;
- ☑ Adapt the website to the customer's preferences;
- ☑ Facilitate browsing, in particular by avoiding the need for customers to re-enter information each time they visit the website;
- ☑ Measure the website's audience and the communications that are sent;
- ☑ Carry out targeted advertising adapted to the customer's interests;
- ☑ Develop the interactivity of the website.

CLAUSE 17 - INSURANCE

The Customer undertakes to hold and be up to date with his/her civil liability insurance to cover any damage that he/she may cause.

No insurance is included in the price of the services.

CLAUSE 18 - ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE

The Customer acknowledges having read and accepted these General Terms and Conditions of Sale.