

GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1 - GENERAL PROVISIONS

1-1 In accordance with the law of 22 July 2009, local tourism organisations supported by the State, local authorities or their groupings may engage in or assist in the organisation or sale of individual or group travel or stays, services that may be provided in connection with travel or stays, in particular the issuing of transport tickets, the booking of rooms in hotels or tourist accommodation and the issuing of accommodation or catering vouchers, services related to the reception of tourists, in particular the organisation of visits to museums or historical monuments, tourist packages, as well as the organisation and reception of fairs, exhibitions and congresses or related events, provided that these operations include all or part of the above-mentioned services, as long as they make it possible to facilitate the reception or improve the conditions of stay of tourists in their geographical area of intervention. The Tourist Offices are local tourism organisations, which are at the disposal of the service providers and which have signed a mandate agreement with them.

1-2 The present general terms and conditions of sale are valid as from 1 December 2021 and are applicable unless otherwise agreed.

1-3 The fact that the Alpilles en Provence Intercommunal Tourist Office does not avail itself, at a given moment, of one of the provisions of the General Conditions shall not be interpreted as a waiver by itself to avail itself of one of these provisions at a later date.

1-4 In the event that one of the provisions of the General Terms and Conditions of Sale is declared null and void or without effect, this provision shall be deemed to be unwritten, without affecting the validity of the other provisions, unless the provision declared null and void or without effect was essential and decisive.

1-5 The specific conditions of the partners indicated on the description of the service and on the confirmation of the reservation are also applicable to the offer and the supply of the services, according to the same terms as the present general conditions. The act of purchase and/or reservation signifies acceptance of the specific conditions of the partners.

ARTICLE 2 - FORMATION OF CONTRACT

2-1 Reservation : All reservations are firm and definitive except for cancellations under the conditions provided for in article 8 of the present general conditions of sale.

2-2 Written confirmation : The Alpilles en Provence Intercommunal Tourist Office undertakes to confirm to the client, by electronic or paper writing, at the latest before the beginning of the services ordered, the content of the services ordered as well as the general conditions of sale, the address to which he can present his complaints and the conditions relative to the commercial guarantees from which he benefits.

ARTICLE 3 - PRICES

3-1 Prices are indicated in Euros, our prices are net of taxes as our organisation is not subject to VAT (VAT not applicable - Article 239B of the CGI). Additional local taxes payable on site may be imposed by the local authorities (tourist tax, etc.) and are payable by the client. The Alpilles en Provence Intercommunal Tourist Office reserves the right to modify the price of its services at any time and in agreement with the service provider.

3-2 Payment : For all reservations of tourist services, 30% of the total amount of the selected services will be payable at the time of reservation and the balance 30 days before the beginning of the said services. Payment for the services ordered may be made by bank transfer, in cash or by cheque made out to the TRÉSOR PUBLIC.

ARTICLE 4 - SERVICE PROVISION

4-1 The duration of each service shall be as stated in the booking contract. Under no circumstances can the client rely on any right to remain on the premises after the service ends. For the proper performance of certain services, the customer must attend on the specified day at the stated times or contact the service provider directly.

4-2 Products, activities and tourist packages : The indicated timetables must be adhered to in order to guarantee that the service will be provided to a good standard. If a customer is late and gives no notice of his/her expected time of arrival, the booking will only be guaranteed at the service provider's discretion. Where the service provider is required not to wait for late customers, a postponement of the activity will be offered to the customer. If no alternative date can be found, the customer shall be solely liable for his/her lateness and a penalty of 100% of the price of the service will be charged. Certain activities offered by service providers may be cancelled for reasons such as the weather, in the event of force majeure or a stay outside the tourist season, or where the number of participants required for the activity to go ahead is not reached. If any activity is cancelled due to force majeure or the actions of a third party to the contract, under no circumstances can this entitle the customer to receive any compensation from Alpilles en Provence Intercommunal Tourist Office

ARTICLE 5 - SUPPLEMENTS AND CHANGES BY THE CUSTOMER

Any services which are not included in the package must be paid for on the spot. Customers cannot alter the arrangements for their stay without the prior agreement of the Tourist Office. The customer shall pay the full cost of any changes which are not accepted. No refunds shall be issued for unused vouchers.

ARTICLE 6 - ASSIGNMENT OF THE CONTRACT BY THE CUSTOMER

The customer can assign his/her contract to an assignee who meets the same requirements as him/her for provision of the service. In this event, the customer must notify Cassis Tourist Office of his/her decision by way of a recorded-delivery letter no later than seven days before the service is due to commence. The contract must be assigned at cost price. The assignor and the assignee shall be jointly and severally responsible towards the seller for paying the balance of the price and any additional costs incurred as a result of such assignment.

ARTICLE 7 - CHANGES MADE BY THE ALPILLES EN PROVENCE TOURIST OFFICE TO AN ESSENTIAL PART OF THE CONTRACT

In cases where, prior to the date when the service is due to commence, the Tourist Office is obliged to change an essential part of the contract, the customer can, without prejudice to any actions for compensation for any losses suffered, and after being informed of this by the Tourist Office by any means :

-either cancel the contract and obtain an immediate refund of the amounts paid, without penalty. (She shall also receive compensation in an amount at least equal to the penalty that (s)he would have incurred if the cancellation had been initiated by him/her on this date as specified in article 8 of these general terms of sale.

-or agree to the change or substitute service offered by the Tourist Office, in which case an addendum to the contract specifying the changes made shall then be signed by the parties.

If the substitute service is less expensive than the service that was ordered, the surplus shall be refunded to the customer after the service has been provided.

ARTICLE 8 - CANCELLATION BY THE CUSTOMER

8-1 In the event of partial cancellation, the price may be adjusted upwards or downwards depending on the services, and any decisions to provide certain services free of charge may be changed as a result. Notice of any full or partial cancellations must be given directly to the enquiries department either by post or email between Monday and Friday except public holidays : Office de Tourisme Alpilles en Provence, Place Jean Jaurès, 13210 Saint-Rémy-de-Provence or by email to groupepalpillesenprovence.com.

Any cancellation sent directly to the tourist service providers or the guides will not be considered to be valid and will remain payable in totality. Any dossier validated by a purchase order engages the customer. No down payment is made but in the case of total cancellation by the customer, the cancellation fees such as stipulated in article 8-2 will apply.

If the customer has taken out insurance against cancellation, the provisions of the insurance contract that cover refunds should be consulted.

If the customer has not taken out insurance against cancellation, in the event of total or partial cancellation by the customer, the Tourist Office will automatically charge the customer penalties as detailed below:

8-2 Products, activities and packages for tourists

Cancellation fee charged by Alpilles en Provence Tourist Office

1. More than 30 days prior to the service : 10% of the total amount will be retained
2. From 30 to 20 days prior to the service : 20% of the total amount will be retained
3. From 19 to 8 days prior to the service : 30% of the total amount will be retained
4. Between 7 and 2 days prior to the service : 90% of the total amount will be retained
5. On the day of the service : 100% of the total amount will be retained

No refunds will be given for early departure or late arrival.

Retained penalties will be passed on to the relevant service providers. In all circumstances, Alpilles en Provence Tourist Office will retain its fee.

Activities associated with the organization and sale of trips or stays scheduled for a particular date or during a specified period are not subject to the seven-day cancellation period which is applicable to distance selling.

8-3 Exchange e-vouchers for transportation of tourists are non-amendable and non-refundable.

ARTICLE 9 - CANCELLATION BY ALPILLES EN PROVENCE TOURIST OFFICE

9-1 Where Alpilles en Provence Tourist Office cancels the service before it begins, it must notify the customer by way of a recorded-delivery letter. Without prejudice to any actions for compensation for any losses suffered, the customer will be reimbursed immediately and without penalty for the amounts paid, and will also receive compensation in an amount equal to the penalty that (s)he would have had to pay if the cancellation had been initiated by him/her on this date as specified in article 8 of these general terms of sale. These provisions shall not apply where an amicable agreement whereby the customer accepts a substitute service offered by the Tourist Office is reached.

9-2 Special provisions for certain types of services which require a minimum number of participants. An insufficient number of participants can be a valid reason for the cancellation of certain types of services. In this event, Alpilles en Provence Tourist Office shall refund all of the corresponding amounts paid. This cannot occur less than 24 hours before the service commences.

ARTICLE 10 - LIABILITY

10-1 The Tourist Office which offers services to a customer shall be this customer's sole point of contact and shall be answerable to him/her for the performance of the ordered services and the obligations arising out of these terms of sale.

10-2 The packages offered by Alpilles en Provence Tourist Office are dependent on the opening days and times of the various monuments, museums and establishments. In the event of unforeseen closure, the Tourist Office cannot, under any circumstances, be held liable for non-provision of an itinerary which is not due to its own actions.

10-3 The Tourist Office cannot be held liable for non-performance of all or part of the ordered services or non-performance of all or part of the obligations stipulated in these general terms of sale in the event of unforeseen circumstances, force majeure, improper performance or misconduct by the customer, or unforeseeable and insurmountable actions of a third party who is not involved in the provision of the services.

10-4 Under no circumstances can Alpilles en Provence Tourist Office be held liable if these contracts are used by third parties or for purposes other than tourism.

ARTICLE 11 - FORCE MAJEURE

11-1 Force majeure means any event beyond the control of the parties which is unforeseeable and insurmountable and prevents either the customer, or travellers, or the agency or service providers involved in arranging the trip from providing one or more service(s) or performing all or part of the obligations stipulated in the contract. This includes weather conditions (bad weather, storms, etc.), water conditions (rises in water levels, flooding, etc.), closure of establishments, and geographical conditions.

11-2 The occurrence of a force majeure event shall suspend the obligations stipulated in these provisions which are affected by it and shall release the party who should have performed the affected obligation from liability. The service provider reserves the right to cancel all bookings in the event of force majeure and alter their dates. If the service provider has to cancel the service before the customer is able to begin the activity, a postponement of the activity will be offered to him/her.

ARTICLE 12 - PERSONAL DATA

The customers have the right to access, amend, correct and delete data which concerns them. To exercise this right, they can contact the data protection officer of the Alpilles en Provence Tourist Office : Office de Tourisme - Place Jean Jaurès - 13210 Saint-Rémy-de-Provence - web@alpillesenprovence.com

ARTICLE 13 - INSURANCE - GUARANTEES

Alpilles en Provence Tourist Office holds a travel organiser's civil liability insurance policy with AREAS DOMMAGES which was taken out through 47-49 rue de Mirmesnil 75008 PARIS and a financial guarantee in the amount of 30 000 € underwritten by Groupama Assurances - 105 rue Lou Marca - 84660 Maubec, to cover the consequences of the professional civil liability that it may incur as a local tourism organisation which is authorised to offer products for sale.

ARTICLE 14 - COMPLAINTS/DISPUTES

14-1 Any complaints about a service which Alpilles en Provence Tourist Office was responsible for providing under the contract for the stay which was entered into with the customer must either be made to Alpilles en Provence Tourist Office during the stay, or sent by way of a recorded-delivery letter to the Tourist Office within 10 days following the date on which the service was provided, to the following address : Office de Tourisme Alpilles en Provence, Place Jean Jaurès, 13210 Saint-Rémy-de-Provence. If this is not done, no complaints will be accepted by the Tourist Office.

14-2 If a complaint is made, Alpilles en Provence Tourist Office undertakes to make every effort to reach an amicable settlement in order to resolve the dispute.

14-3 In the event of a dispute, the general terms of sale shall be subject to French law. Any disputes over their interpretation and/or performance shall be subject to the jurisdiction of the French courts.

SPECIAL TERMS OF SALE

Prices are net of taxes and 'from' for a minimum number of participants unless otherwise indicated on the package. A supplement may be applied depending on the programme. Menus and timetables are given as an indication. Transport is at your own expense and the Alpilles en Provence Tourist Office can, on request, reserve a coach with driver. Economic fluctuations may lead to changes in rates and services.

Forme juridique : SPIC - N° de SIRET : 241 300 375 00128 - Code APE : 7990 Z -

N° Immatriculation : IM013210002

Please note : The Alpilles Regional Nature Park may be closed in high winds or when there is a major fire hazard. Outdoor activities are subject to the vagaries of the weather. Alcohol abuse is dangerous for your health, consume in moderation.