Vienne Condrieu Tourisme EPIC Tourist Office of Vienne Condrieu Agglomeration Pavillon du Tourisme Cours Brillier - CS 700 38217 VIENNE Cedex 04 74 53 70 10 Siret: 519 997 829 00014

General terms and conditions of sale of products sold by Vienne Condrieu Tourisme on https://www.vienne-condrieu.com

Date of last update: 20 April 2021

Article 1 - Purpose

These terms and conditions govern the sales by the EPIC Tourist Office of Vienne Condrieu Agglomeration of tourist services (guided tours, Vienne City Tram tours, bike rental and ticketing...)

Article 2 - Reservation terms and conditions

Reservation of the services offered by the Tourist Office can be done:

- On the website: https://www.vienne-condrieu.com
- On site, in our tourist offices: tourist pavilion in Vienne, Emporium at the Gallo-Roman Museum in Saint-Romain-en-Gal, Tourist Information Office in Condrieu

The contractual information is presented in French and will be confirmed at the latest upon validation of your order.

Vienne Condrieu Tourisme reserves the right not to register a payment and not to confirm an order for any reason whatsoever, and more specifically in the event of a supply problem or in case of difficulties concerning the order received.

Except in cases of fraud, where it's up to them to provide proof, the customer is responsible financially for their actions on the website. They guarantee the accuracy of the information concerning and filled in by them. If the customer doesn't receive confirmation of their booking, it's their responsibility to contact the seller.

Article 3 - Booking validation

Any reservation of a service appearing on the website https//www.vienne-condrieu.com implies full and complete adherence to these General Terms and Conditions, without exception or reservation.

All the data provided and recorded confirmation constitute proof of the transaction. You declare that you are fully aware of this.

If the customer feels that the information on the website is not sufficiently clear, it is up to them to request additional information from Vienne Condrieu Tourisme before placing an order.

By validating the order, the customer acknowledges having all the necessary information concerning the characteristics and nature of the reserved service.

Confirmation of the order is by signature and acceptance of the operations carried out. The reservation is considered firm and definitive as soon as the customer has validated the reservation page on which the summary appears and has completed payment for the services ordered.

A summary of the order information and these General Terms and Conditions is communicated to the e-mail address for confirmation of the order.

Article 4 - Prices

Unless otherwise stated, the prices of our services are shown in euros, including VAT. All orders, whatever their origin, are payable in euros.

Vienne Condrieu Tourisme reserves the right to modify its prices at any time without prior notice, except for previously accepted bookings. The price applied is the one in force at the date of validation of the basket on the website.

Article 5 - Payment

The fact of validating the order implies the obligation to pay the price indicated.

Payment for purchases is made by bank card (VISA, Eurocard / Mastercard) through a secure payment system.

Article 6 - Withdrawal according to the nature of the service

In accordance with the provisions of Article L.121-21 of the Consumer Code, a withdrawal period of 14 days from order confirmation applies.

EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

Attention, in accordance with the provisions of Article L.121-21-8 of the Consumer Code, the right of withdrawal does not apply to:

- Provision of accommodation services, other than residential accommodation, goods transport services, car rentals, food services or recreational activities that are to be provided on a specific date or at a specific time.
- The supply of services fully performed before the end of the withdrawal period and whose performance has begun after prior express consent of the consumer and express waiver of their right of withdrawal.
- The supply of goods made to the specifications of the consumer or clearly personalised.
- The supply of goods that are likely to deteriorate or expire rapidly.

The withdrawal period does not apply to services sold by Vienne Condrieu Tourisme.

Article 7 - Conditions for the provision of services

The duration of each service is as stated on the website. The customer may not, under any circumstances, claim any right to remain in the premises at the end of the service. The customer must in any case respect the indications mentioned on their reservation confirmation and present their e-ticket to the provider to access the service.

Special conditions according to the services ordered

Tourist products

To take advantage of the services booked, the customer must respect the conditions set out on the order confirmation (meeting place and time, specific equipment if applicable, age limit, etc.). In case of non-compliance with these conditions, and in particular in case of a customer arriving late, the reservation is guaranteed at the goodwill of the provider. If the customer is unable to attend the service due to a delay or absence of their own making, no compensation can be offered and a fee of 100% of the service amount will be applied.

Bicycle rental

In the case of a bike rental, the customer must sign a hire contract and leave a copy of their ID with the renter during the rental period. The rental takes effect when the customer takes possession of the equipment and accessories delivered to them, and is responsible for them for the full duration of the rental.

In case of breakage, the customer commits to return the damaged equipment, which must be recognisable and complete. Damage to the equipment will be charged to the customer according to

the current rate indicated in the rental contract. Theft and loss of equipment are not covered. In these cases, the equipment will be invoiced to the hirer on the basis of its value, indicated in the rental contract. The rented equipment will be returned at the time stipulated in the contract. Failure to return the equipment at the time agreed in the contract will result in a late fee equal to one full day of additional rental.

<u>Ticketing</u>

To access the event, the customer must be present at the time and place indicated on their confirmation, with their e-ticket in printed format or presented on a smartphone.

No tickets will be sent by post.

Article 8 - Supplements and modifications by the customer

Any service not included in the package must be paid for on site. The customer cannot, without the prior agreement of the Tourist Office, change the course of the service. The costs of unaccepted modifications remain entirely at the customer's expense. In case of non-use, the services will not be refunded.

Article 9 - Cancellation by the customer

Vienne Condrieu Tourisme must be notified of any partial or total cancellation:

- By e-mail to <u>contact@vienne-condrieu.com</u>
- By phone on 04 74 53 70 10

Tourist products and tickets are non-exchangeable and non-refundable.

Article 10 - Modification by Vienne Condrieu Tourisme

If before the start date of the service, Vienne Condrieu Tourisme is obliged to modify all or part of the services booked by the customer, the latter may:

- Either cancel the order and obtain, without penalties, an immediate refund of the sums paid.
- Or accept the modification or substitution of the services offered by Vienne Condrieu Tourisme.

Article 11 - Cancellation by Vienne Condrieu Tourisme

If Vienne Condrieu Tourisme cancels the service, it undertakes to refund the customer in full or offer a similar service at a later date. Vienne Condrieu Tourisme also undertakes to inform its customers as quickly as possible and by all means at its disposal. Insufficient numbers of participants may be a valid reason for cancellation of certain types of services. In this case, Vienne Condrieu Tourisme will refund all the corresponding amounts paid. This eventuality cannot occur less than 24 hours before the beginning of the service.

Article 12 - Availability

The products are offered as shown on the website <u>https://www.vienne-</u> <u>condrieu.com</u> and subject to availability by Vienne Condrieu Tourisme.

In case of unavailability of the product after placing your order, the customer will be informed by e-mail. The order will be automatically cancelled and no bank debit will be made.

In addition, the website <u>https://www.vienne-condrieu.com</u> is not intended to sell its products in large quantities. Vienne Condrieu Tourisme therefore reserves the right to refuse orders for more than 10 identical services. For group reservations, please contact the group service by e-mail at <u>groupes@vienne-condrieu.com</u> or by phone on 04 74 53 70 12 / 17.

Article 13 - Disputes / Claims

All claims must be made by post to: Vienne Condrieu Tourisme - Pavillon du tourisme - Cours Brillier CS 700 - 38217 Vienne Cedex, within 30 days of the date of the service.

Otherwise, no claim will be accepted.

These terms and conditions of sale are subject to French law. In case of dispute, the French courts will have exclusive jurisdiction.

Article 14 - Liability

Vienne Condrieu Tourisme cannot be held responsible for the total or partial nonperformance of the services ordered or the total or partial non-fulfilment of the obligations stipulated in these general terms and conditions of sale, in the event of fortuitous events, force majeure, poor execution or faults committed by the customer or facts unforeseeable and insurmountable by a third party unrelated to the provision of the services.

Vienne Condrieu Tourisme cannot be held responsible for any inconvenience or damage inherent to the use of the Internet network, in particular a break in service, external intrusion or the presence of computer viruses.

Article 15 - Personal data

Personal data is collected by Vienne Condrieu Tourisme within the context of online sales for the purpose of providing tourist services. Vienne

Condrieu Tourisme only collects data necessary for the proper execution of the order.

For any request to access personal data, the customer can contact Vienne Condrieu Tourisme by e-mail at <u>contact@vienne-condrieu.com</u> or by post at Vienne Condrieu Tourisme - Pavillon du tourisme - Cours Brillier CS 700 - 38217 Vienne Cedex.

Article 16 - Acceptance of the general terms and conditions of sale

Use of the site https://www.vienne-condrieu.com implies full acceptance of the general conditions of use described above.