

BOOKING TERMS AND CONDITIONS

INTRODUCTION

These Terms and Conditions, hereafter referred to as “T&Cs” are undertaken by two parties. The first party:

SPL - TE (société publique locale touristique et événementielle) Office de Tourisme et des Loisirs de Martigues

Head office : rond-point de l’hôtel de ville – 13500 Martigues – France

Tel: + 33 (0) 4 42 42 31 10

Website: www.martigues-tourisme.com

Company registration no.: 751 338 971 00037

Prof. Code APE: 7990 Z

Intra-community VAT no.: FR 86 751338971

Hereafter referred to as “OTL”

The second party:

Any private individual or legal entity, hereafter referred to as “the buyer” wanting to purchase or reserve a service on the website: www.martigues-tourisme.com/boutique-billetterie, hereafter referred to as “the site”.

These T&Cs govern sales made by the Office de Tourisme et des Loisirs de Martigues for all the products and services available on their on-line store.

1 – GENERAL TERMS AND CONDITIONS

1.1 – Object

These T&Cs determine the rights and obligations of the parties in the event of an on-line transaction concerning products and services associated with tourist offers proposed by the OTL on their commercial website.

These T&Cs do not apply to products and services proposed by the OTL boutique.

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1.2 – Scope of the T&Cs

These T&Cs only apply to on-line sales contracts for OTL products and services between the OTL and the buyer, whether they are a consumer or a professional..

With the order form and product description, the T&Cs comprise the contractual documents opposing the parties, to the exclusion of any other documents, catalogues or product photographs which are nonbinding.

These T&Cs can only be applied to products delivered to buyers in Metropolitan France and/or in a European Union member country.

The T&Cs and all the contractual information mentioned on the site are in French.

Versions in other languages are for information purposes only and are nonbinding. Only the French version of the T&Cs are admissible.

1.3 – Availability and opposability of the T&Cs

The T&Cs can be consulted on the site: www.martigues-tourisme.com.

The buyer declares understanding and accepting the content of the T&Cs when they tick the box “I understand and accept the T&Cs” before confirming their order.

The buyer declares being legally apt to contract by virtue of French law or to represent another private individual or legal entity.

The cancellation or inability to apply one clause of these T&Cs does not cancel other clauses which remain fully valid and applicable.

Any dispensation of these T&Cs is only valid if it is expressly accepted by the OTL.

Any order emitted by the buyer implies their complete and unreserved acceptance of these T&Cs to the exclusion of any other document.

1.4 – Modification of the T&Cs

The OTL reserves the right to modify these T&Cs without notice. In this case, the applicable T&Cs are those in force on the order date.

This version replaces and cancels all former versions.

2 – PRODUCTS AND SERVICES

2.1 – Products

- The products on sale are those presented on the OTL website in the Ticket sales/Store section. Products are presented on the site with a description. Photographs illustrating the products are nonbinding.
- Products presented for sale on line are reserved for buyers in Metropolitan France and/or European Union member country and for delivery in the same geographical areas.
- In the absence of a specified period, products presented for sale on line are valid for as long as the products appear in the Ticket sales/Store section of the OTL website and while stocks last.

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- The buyer confirms their acceptance by a double click to confirm the order with obligation of payment.

2.2 – Services

- The services on sale are those presented on the OTL website in the Ticket sales/Store section.
- Services are presented on the site with a description. Photographs illustrating the products are for information purposes only and are nonbinding. When buyers confirm an order, they explicitly recognise having received all the information required about the nature and characteristics of the services concerned.
- The duration of each service is mentioned in the description presented on the OTL site in the Ticket sales/Store section..
- The buyer's confirmation is final when they validate the reservation page of the OTL site in the Ticket sales/Store section and pay for the service concerned.

3 – PRICE

3.1 – Product Price

- Retail prices for each product are indicated on the OTL site in the Ticket sales/Store section. They include VAT but do not include delivery and transport costs mentioned prior to the confirmation of the order and billed separately.
- The product sales price applicable is the price displayed on the day of the order.
Taxes payable for imported products, customs duties or other local taxes and any other taxes which may be requested are payable by the buyer.

The OTL reserves the right to modify prices at any time and guarantees the price displayed on the date of validation of the purchase on the OTL site.

- Delivery is made by post. Late delivery does not give the buyer the right to claim damages or interest.

3.2 – Service prices

- Sales prices are displayed for each service on the OTL site in the Ticket sales/Store section in euros including all taxes. The service sales prices is the price displayed on the day of the order.

The OTL reserves the right to modify prices at any time and guarantees the price displayed on the date of confirmation of the purchase on the OTL site.

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4 – CONCLUSION OF THE CONTRACT ON LINE

4.1 – For purchasing products

4.1.1 – Placing an order

- The buyer fills their virtual shopping cart by indicating their selection of products and the quantities required.
- Before confirming their order, the buyer can check the detail of their order and the total price including delivery costs. They can change or cancel their shopping cart. They confirm their order by clicking on the “Confirm my order” button.
- They complete the identification form.
- Any order signed by the buyer using the “double click” is an irrevocable acceptance and cannot be questioned other than within the limits provided by the law and in these T&Cs.
- An email is sent to acknowledge receipt of the order.
- The order is only effective after validation of the payment by the bank card centre. In the event of refusal of payment, the order is automatically cancelled and the buyer is informed by email.
- An email is sent with the invoice and the post tracking number.

4.1.2 – Changing an order

Any changes made to orders by the buyer after confirmation of their order is subject to the acceptance of the OTL.

4.1.3 – Confirmation of the order by the OTL

The OTL reserves the possibility to refuse the order for any legitimate reason, and more specifically, if for example, the quantities of products ordered are abnormally high, or if the order does not comply with article 2 of these T&Cs.

4.1.4 – Unavailability of ordered products

In the event of unavailability of ordered products, the buyer is reimbursed within thirty days of payment.

4.2 – For the purchase of services

4.2.1 – Placing an order

- The buyer fills their virtual shopping cart by indicating their selection of services and the quantities required.
- Before confirming their order, the buyer can check the detail of their order and the total price. They can change or cancel their shopping cart.
- They complete the identification form.

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They confirm their order by clicking on the “Confirm my order” button.

- They confirm their order by clicking on the “Confirm my order” button after reading the T&Cs and ticked the box: “I have read and accept the T&Cs”.
- Any order signed by the buyer using the “double click” is an irrevocable acceptance and cannot be questioned other than within the limits provided by the law and in these T&Cs.
- The order is only effective after validation of the payment by the bank card centre. In the event of refusal of payment, the order is automatically cancelled and the buyer is informed by email.
- An email is sent to acknowledge receipt of the order.
- The e-ticket to be presented on the day of the service ordered is attached to the acknowledgement of receipt of order sent to the buyer by email.

5 – CONDITIONS OF EXECUTION OF SERVICES

- For services to be executed, the client must be present on the date and at the time mentioned or contact the service-provider or OTL directly.
- Information about the nature, the characteristics and the duration of the reserved services are those mentioned in the description presented on the OTL site in the Ticket sales/Store section.
- If the client is late and does not provide any information about their time of arrival, the service-provider reserves the right to guarantee or not the reservation. In the event that the service-provider does not wait for late clients, no reimbursement can be requested.

6 – SERVICE CANCELLATION CONDITIONS

6.1 – Cancellation by the client of reservations for guided tours, tickets, products, tourist services

- For entrance to tourist sites,
- For guided tours/excursions organised by the OTL and legal partners,
- For concerts/museums/spectacles,
- For activities (cooking workshops, sports, relaxation etc.),

Tickets are valid for the date of the service reserved. They cannot be exchanged or reimbursed.

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6.2 – Cancellation by the OTL

- If the service is cancelled by the OTL prior to the beginning of the service, they must inform the client in writing (email).

The client will be reimbursed for the total amount paid with no amends for any possible damages incurred.

- These measures are not applicable when an amicable agreement is concluded whereby the client accepts a substitution service proposed by the OTL.

- Special conditions concerning services which require a minimum number of participants. If the minimum number of participants is not reached the service is cancelled. The cancellation must be made at least 4 working days prior to the date of the service. In this case, the OTL reimburses the total amount paid.

7 – CONTRACT

7.1 – Archives

The OTL ensures the conservation of written documents proving the conclusion of the contract as provided for in articles L213-1 and D213-1 of the French consumer law.

7.2 – Withdrawal period

7.2.1 – For the purchase of products

The buyer has the right to withdraw their decision without explanation nor cost other than the return of the product within fourteen days.

The buyer informs the OTL of their decision by email, including the cancelled order number, to boutique@martigues-tourisme.com.

- The OTL commits to reimbursing the buyer within thirty days, subject to the products being returned complete and in their original condition with the invoice.

7.2.2 – For the purchase of services

In compliance with article L.221-28 of the French consumer law, no withdrawal period applies to buyers for the on-line reservation or order of accommodation services other than accommodation, transport of goods, car hire, catering or activities which must be provided on a date or within a specified period.

7.3 – Transfer of client contract

The buyer may transfer the contract to a transferee who meets the same conditions for the service, as long as the contract has no effect. In this case, the client must notify the OTL of their intention to transfer the contract by email at least seven day before the date of the service reserved.

The OTL reserves the right to refuse transfer of the contract.

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The OTL will not reimburse the service to the buyer transferring the contract. The original buyer and the transferee are both responsible for any additional charges caused by the transfer.

8 – PAYMENT

- Payment is immediately required on order by bank card.

In the event of error or if the bank card cannot be debited, the sale and order are immediately cancelled.

- Secure payment:

The OTL website has a secure on-line payment system which allows for buyers to encrypt the transmission of their data: the CIC MONETICO system meets all market security obligations (PCI-DSS certification, 3D-Secure accreditation). The security of the buyer's bank and their authentication to their bank is guaranteed.

9 – PRODUCT DELIVERY

9.1 – Delivery date

The products are delivered to the address indicated by the buyer in the order within thirty days of the order date.

9.2 – Late delivery

The buyer can cancel the sale in the event of late delivery which is not due to a force majeure. They will inform the OTL of the order cancellation by registered post with acknowledgement of receipt or in any other durable written form.

The OTL will reimburse amounts paid within fourteen days of the order cancellation.

9.3 – Delivery modes

The buyer must inspect the condition of the product on reception. If the product is damaged or partially missing, they must refuse delivery or add express mention to the delivery docket, the copy of which is addressed to the OTL then inform the carrier by registered post with acknowledgement of receipt.

9.4 – Product compliance

If the product is not compliant with the order, the buyer must address a claim to the OTL requesting replacement or cancellation of the sale.

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10 – LEGAL GUARANTEES

- products sold on the OTL on-line store are covered by the legal guarantee provided for in articles L. 217-1 and in compliance with the French consumer code and the legal guarantee for inherent defects provided for in articles 1641 and in compliance with French civil law.
- As provided for by this guarantee, the OTL commits to reimbursing or exchanging the product according to the client's choice.
- Claims made about these guarantees must be addressed to the OTL by email: boutique@martigues-tourisme.com.

11 – INTELLECTUAL PROPERTY

Copyright and intellectual property for all the texts, comments, illustrations and images reproduced on the OTL site are reserved. Any total or partial reproduction without prior consent by the OTL is officially prohibited. The sale of OTL products and services does not include any transfer of intellectual property.

12 – RESPONSIBILITY

12.1 - The OTL proposing services to a client is the only contact for the client and must answer to the client for the execution of services ordered and obligations resulting from these T&Cs.

12.2 - Some OTL services depend on the opening times of monuments, museums and other establishments. In the event of unforeseen closure, the OTL cannot, in any case, be held responsible for the non-execution of a programme which is beyond their control.

12.3 - The OTL cannot be held responsible for the partial or total non-execution of services ordered, or the partial or total noncompliance of obligations in these T&Cs in the event of coincidence, force majeure, inadequate execution or the fault of the client, or unpredictable and insurmountable events due to a third party not associated with the service. (Art. L 221-15 French consumer code).

12.4 - In no case will the OTL be held responsible in the event of the use of contracts by a third party or for any use other than tourism.

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13 – FORCE MAJEURE

13.1 - Force majeure means any event exterior to the parties which is unpredictable or insurmountable which prevents the execution of the service: natural disasters, accident, major political or social events.

13.2 – The occurrence of a force majeure suspends the execution of services and exonerates the party who should have executed the obligation from all responsibility. The service-provider reserves the right to cancel any reservation in the event of a force majeure or to modify the date. If the service-provider is obliged to cancel the service before the client was able to begin the activity, a new time and date will be proposed.

14 – PERSONAL DATA

14.1 - In compliance with French law, automated processing of names and associated information on the site: *www.martigues-tourisme.com* has been registered with the French data protection authority, Commission Nationale de l'Informatique et des Libertés.

The OTL is responsible for collecting and processing personal data on the site. This data can be transferred to subcontractors and third-parties by the OTL for the execution of the order.

14.2 – Once the buyer has given their consent, the OTL can, for example, use their email address for sending newsletters, special offers and a satisfaction questionnaire after their stay.

The buyer has the right to access, modify, correct and delete any of their personal information at any time (Art 34 “Technology and Civil Liberties” dated 6 January 1978 modified by Law 2004-801 dated 6 August 2004).

The buyer can contact the OTL to exercise these rights:

Office de Tourisme de Martigues – rond-point de l’hôtel de ville – 13500 Martigues - France

Or by email: **boutique@martigues-tourisme.com**.

To unsubscribe, buyers can click on the unsubscribe link: “I no longer wish to receive information. Please remove me from the monthly event list.” at the bottom of each newsletter.

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15 - INSURANCE

The OTL has professional civil liability insurance cover with
AXA Assurances – 4 place des martyrs – 13500 Martigues – France
Contract number: 0000002098907704 to cover the consequences of professional civil
liability which may be incurred as a tourism service provider authorised to sell products.

The OTL features in the French Atout France professional register: Registre des
Opérateurs de Voyages under the number:
IM 013130018 and is member of the APST (Association professionnelle de solidarité du
Tourisme).

16 – JURISDICTION

16.1 – Claims - Litigation

Any claim regarding a reservation made by the OTL must be addressed in writing within
48 hours of the date following the service to:

Office de Tourisme – rond-point de l'hôtel de ville – 13500 Martigues

or by email: qualite@splte-martigues.fr

A complaint/suggestion form can also be completed at the tourist office or on-line at:
www.martigues-tourisme.com.

16.2 – In the event of a complaint, the parties will attempt to reach an amiable agreement.
After referring the matter to the department (quality) and in default of a satisfactory
response or in the absence of response within 60 days, the customer has the possibility to
refer the matter to the Tourism and Travel Mediator, whose contact details and referral
requirements can be obtained by consulting his website: www.mtv.travel
(<http://www.mtv.travel>)”

If litigation persists, the Martigues tribunal is the only competent court.

16.3 - All the clauses in these T&Cs, and all purchase and sales transactions are subject to
French law. Any litigation about their interpretation and/or application is subject to
French law.

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