

## **GENERAL TERMS AND CONDITIONS FOR INDIVIDUAL BOOKINGS**

### **Article 1: General provisions**

In keeping with the Act of 22 July 2009, authorised Tourist Offices may carry out the booking and sale of all types of services, leisure activities and hospitality. The Tourist Office of Greater Reims is listed on the register of tour operators and travel agencies and may, therefore, carry out bookings and sales of all types of tourism services in its relevant area. It offers a range of services to help the public make appropriate choices.

In this scope, the Tourist Office sells via its website various services for individuals. Such services are regulated following the rules and regulations set out in these general terms and conditions, except for the Reims City Pass.

### **Article 2 - Liability**

When proposing services to a client, the Tourist Office is that client's only intermediary in relation to the fulfilment of services ordered and obligations resulting from these general terms and conditions. The Tourist Office cannot be held liable for the total or partial failure to fulfil the services ordered, or the total or partial breach of these general terms and conditions, resulting from unforeseen circumstances, force majeure, poor execution or mistakes committed by the client, or unpredictable and insurmountable events relating to an external third party. The Tourist Office is required to provide assistance to any client in difficulty, in accordance with Article L.211-17-1.

### **Article 3 - Establishment of the contract**

By placing an online order, the client fully and unreservedly accepts these general terms and conditions, which can be [www.reims-tourisme.com](http://www.reims-tourisme.com) consulted or downloaded at any time via a hypertext link visible on the pages of the Tourist Office website.

If the client feels insufficiently informed about the characteristics of the services they wish to order, they can request additional information on those services from the Tourist Office, prior to ordering.

By placing an order, the client implicitly confirms having received all the desired information about the nature and characteristics of the services ordered.

The services contract becomes firm and final once the client has validated the website booking page summarising the services ordered and has either paid for such services in full, or given bank card details to guarantee the booking.

Until these conditions are fulfilled, the contract shall not be deemed established and the Tourist Office shall under no circumstances be required to carry out the provision of services described in the order.

Once the service contract has been established under the above-mentioned conditions, it cannot be modified or cancelled by the client, except in the circumstances provided for in these general terms and conditions and described hereunder, or in the event of force majeure.

The booking of services proposed by the Tourist Office can be carried out directly at our Tourist Office information desks and outlets.

### **Article 4 - Written confirmation**

The Tourist Office undertakes to confirm the ordered services to the client in writing, by electronic mail or, when this is not possible, by postal mail. Such confirmation shall be given after acknowledgement by the client of the general terms and conditions.

### **Article 5 - Prices - Payment**

The prices of services displayed on the Tourist Office website are expressed in euros, inclusive of taxes, and pertain to the services as described therein (excluding tourist tax, which is payable directly at the hotel).

The Tourist Office reserves the right to modify the cost of services at any time. In the event of modification, the applicable price will be that in force when the website "Basket" is validated.

Services ordered online shall be paid for by bank card. During the payment process, the client dialogues directly with the secured payment server of the Tourist Office's bank which guarantees the privacy of the data provided.

Before authorising a payment, the secured payment server checks the validity of the bank card used and automatically displays the result. The invoice corresponding to the services ordered will be sent by electronic mail or, when this is not possible, by postal mail.

Anyone booking a service at a Greater Reims Tourist Office information desk or outlet may make their payment by bank card, in cash or by cheque.

### **Article 6 - Terms and conditions relating to the fulfilment of services**

The duration of each service is that stipulated on the website. Such duration is predetermined and may not under any circumstances be extended beyond the service end date.

The proper fulfilment of certain services requires the client to be present at the specified date and time, or to contact the service provider at least 72 hours before arriving in Reims (except under specific circumstances).

As far as guided tours are concerned, where no different arrangements have been made specifically with the Tourist Office, the client should go to the Tourist Office at 6 rue Rockefeller -CS 60013 - 51725 Reims Cedex.

For tours starting anywhere other than the Greater Reims Tourist Office, any costs for travel to the meeting place shall be incurred by the client, except in the case of services which include a mode of transport.

In the event of a delay, the client undertakes to notify the Tourist Office on +33(0)3 26 77 45 00 during opening times (which can be found on the website on the [www.reims-tourisme.com](http://www.reims-tourisme.com) practical information page) as well as any service providers called upon by the Tourist Office for the fulfilment of the services, as specified in the vouchers provided to the client in keeping with the conditions stipulated in the following article.

If the client is delayed, the duration of the services will be shortened, or the services will be cancelled, without the client receiving any reduction in price or reimbursement.

Tours are dependent upon the opening days and times of the various monuments, museums, establishments and external service providers. In the event of unplanned closure, the Tourist Office shall under no circumstances be held responsible for the non-fulfilment of a tour, such closure being deemed as a case of unforeseen circumstances.

Furthermore, the inside of churches can in no way be visited on Sunday mornings during religious service. Likewise, in the event of an unplanned religious ceremony preventing the visit of the inside of a church, the Tourist Office shall in no way be held responsible for the non-fulfilment of the tour in what it considers to be unforeseen circumstances.

#### **Article 7 - Vouchers**

As soon as the booking is validated, under the conditions set out in Article 3 of these general terms and conditions, the client will receive by electronic mail or, when this is not possible, by postal mail, a written confirmation of the booking which is to be presented to the service provider used, notably tourism service providers, if the service sold by the Tourist Office calls upon external service providers.

Such booking confirmations may, however, depending on the time period between the date of payment and the date of travel, be handed to the client in person on their arrival or, if this is not possible, the client can indicate directly to the service provider the booking number indicated on the booking confirmation and present an identity document.

#### **Article 8 - Cancellation insurance**

The Tourist Office does not offer cancellation insurance and draws clients' attention to the possibility of taking out insurance cover with the organisation of their choice, to cover the consequences of a cancellation resulting from certain circumstances.

#### **Article 9 - Cancellation by the client**

Any full or partial cancellation must be notified by the client via the website and under the appropriate booking number. Cancellation by the client of any part of the ordered service constitutes a partial cancellation.

In the event of full or partial cancellation by the client, the Tourist Office may rightfully apply penalty fees, in accordance with the following terms and conditions:

- If the full or partial cancellation takes place at least 48 hours before the start of the service (in the case of accommodation, the start time is considered to be 12 noon), no penalty fee will be charged and the reimbursement will automatically be credited to the bank card as soon as the client cancels the reservation online. For services booked at the Tourist Office, the reimbursement will be made as soon as possible by bank transfer. To that end, the client will be asked to provide bank details.
- If the full or partial cancellation takes place less than 48 hours before the start of the service, a 100% penalty fee will apply to the paid amount. The same applies if the client does not fully or partially cancel the services ordered but fails to be present for their fulfilment.

In the event of total cancellation, the 100% penalty fee will apply to the overall cost of the services ordered. In the event of partial cancellation, the 100% penalty fee will apply to the cost of the cancelled services.

#### **Article 10 - Provisions applying specifically to hotel room bookings only**

Notwithstanding the provisions of Article 7, in the case of hotel bookings, the client must arrive at the hotel at 6 pm at the latest on the day of arrival (unless special conditions have been negotiated directly with the hotel), because the booking is no longer guaranteed after that time. The client must vacate the rooms at the latest by 12 noon on the planned departure date.

If, exceptionally, the booked rooms are no longer available on the client's arrival (due to a booking error made by the service provider or an accident or unexpected incident in the room), the Hotelier must, at no additional cost to the client:

1. find for the client an equivalent number of rooms for one or more nights, in another hotel of equivalent standing or above, for the same price or at a lower price than that of the room(s) booked,
2. offer the client a solution for travelling to that hotel,
3. reimburse the client, if requested, for the cost of a telephone call from that hotel to their home or place of work

**Article 11 - Modification by the Tourist Office of a substantial item of the contract** In the event of the Tourist Office having to modify an essential item of the contract before the service start date, the client may, without affecting their rights to claim damages, and after having been informed by the Tourist Office by whatever means:

- either terminate the contract and obtain reimbursement of the sums paid, in full, by bank transfer within 14 days.
- or accept the modification or substitution of services as proposed by the Tourist Office.

If the substituted service costs less than the service ordered, the overpayment will be repaid to the client by bank transfer as soon as possible.

**Article 12 - Impossibility for the Tourist Office to fulfil a contract for services which have already started**

In the event of the Tourist Office being unable to provide a substantial part of the contractual services after the start of those services, the Tourist Office, without affecting the client's rights to claim any damages, will propose a substitute service and incur any additional costs. If the service accepted by the client is of inferior quality, the difference in cost will be reimbursed as soon as possible by bank transfer.

If the Tourist Office is unable to propose a substitute service or if the client refuses such substitute service for valid reasons, then the Tourist Office undertakes to reimburse the client for the share of the total cost that corresponds to the non-fulfilled services. Such reimbursement will be made by bank transfer as soon as possible.

This only applies if the difficulty does not arise from a case of force majeure, or to unpredictable and insurmountable events relating to an external third party.

**Article 13 - Cancellation by the Tourist Office**

If, before the start of the service, the Tourist Office cancels the service, it must inform the client by whatever means, if the client has provided a telephone number and/or email address. Without affecting the client's rights to claim damages, the cost of the service will be reimbursed as soon as possible by bank transfer.

These provisions do not apply when an amicable agreement has been reached by which the client accepts a substitute service proposed by the Tourist Office.

**Article 14 - Personal data**

Regulation 2016/679 (EU) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, otherwise known as the General Data Protection Regulation, or GDPR, as well as Act no. 2018-493 of 20 June 2018 on the protection of personal data, set the legal framework applicable to the processing of data of a personal nature.

Personal information provided by users via the website, including credit card numbers and the associated names and addresses, enable the processing and fulfilment of orders and are encrypted to avoid their being intercepted when sent via the Internet.

In compliance with the French Data Protection and Freedom of Information Act of 6 January 1978, clients have the right to access, modify or oppose any personal data concerning them. The client can exercise this right on request by email [reservation@reims-tourisme.fr](mailto:reservation@reims-tourisme.fr) by providing his/her first name, surname and address.

When an order is placed, the client's details are sent to any external service provider called upon by the Tourist Office. Clients have the right to access, modify, correct or delete any personal data concerning them. To exercise this right, simply write to the Greater Reims Tourist Office, 6 rue Rockefeller - CS 60013 - 51725 Reims cedex - Email: [reservation@reims-tourisme.fr](mailto:reservation@reims-tourisme.fr). For the secured handling of business transactions, Quick SSL is currently one of the best applications on the market. It encrypts all of the client's personal data, including the number, name and address associated with the credit card, in order to avoid these being intercepted when they are sent through the Internet.

**Article 15 - Insurance - Guarantees**

The Tourist Office has taken out civil liability insurance cover for travel organisers with GAN (3-5, rue Bertin - 51100 REIMS), policy no. 951 405798 and has a €30,000 financial guarantee with the APST (Association Professionnelle de Solidarité du Tourisme - 15 avenue Carnot 75017 PARIS), to cover the consequences of any professional civil liability claim filed against the Tourist Office as a local organisation authorised to market tourism products.

**Article 16 - Disputes**

All claims relating to the service must be addressed to the Tourist Office by registered mail with recorded delivery, within the three (3) days following the date of the service provision, at the following address: 6 rue Rockefeller - CS

60013 - 51725 REIMS cedex. Beyond that period, no claim will be considered by the Tourist Office.

In the event of a claim, the parties will attempt to reach an amicable settlement to their dispute. If the dispute remains unresolved, the client may refer to the French Tourism and Travel Mediator, whose contact details and referral procedure are provided on the website [www.mtv.travel](http://www.mtv.travel).

In the event of failure to reach an amicable agreement, the dispute will be submitted to the competent courts.

**Greater Reims Tourist Office**

Local tourism organisation listed on the register of tour operators and  
travel agencies under no. IM051120001

Public Industrial and Commercial Establishment. Registration no. 534 489 281 00061 - SIC 7990 Z