



## GENERAL AND SPECIAL TERMS OF SALE OF THE GRENOBLE TOURISM OFFICE

### GROUP DEPARTMENT

#### 1 DEFINITION

L'Office de Tourisme de Grenoble Alpes Métropole désigné par « OTGAM » Etablissement Public à Caractère Industriel et Commercial (E.P.I.C) dont le siège social est 14 rue de la République à Grenoble (38000),

Enregistré au registre du commerce sous le numéro Siret 414 835 397 00012 - N° TVA Intracommunautaire : FR83 414 835 397 / Code NAF : 7990Z

Immatriculé au registre des agents de voyages et autres opérateurs de la vente de voyages et de séjours auprès d'Atout France 23 place de Catalogne 75014 Paris sous le n° IM038120002

Titulaire du contrat n° 80313504 souscrit auprès de la compagnie AXA Assurance 42 avenue du pré d'Elle à Meylan (38240) couvrant la responsabilité civile professionnelle,

Titulaire d'une garantie financière délivrée par l'Association Professionnelle de Solidarité du Tourisme (APST), 15 avenue Carnot, 75017 Paris.

#### 2 GENERAL TERMS OF SALES

Our Terms of Sale are in accordance with the provisions of Article R.211-12 of the Tourism Code. To comply with legal provisions, we reproduce the articles. R211 to R211-3-11 of the Code.

**Art. R.211-3** - Subject to the exclusions in the third and fourth paragraphs of Article L.211-7, any offer or sale of travel services or stays result in the delivery of appropriate documents that meet the rules defined by this section. In the case of the sale of airline tickets or tickets on a regular line not accompanied by services related thereto, the seller delivers to the purchaser one or more tickets for the entire trip, issued by the carrier or under its liability. In the case of transport on demand, the name and address of the carrier on whose behalf the tickets are issued, must be mentioned. The separate billing of the various components of a tourist package does not exempt the seller from fulfilling its obligations under the regulatory provisions of this section.

**Art. R.211-3-1** - The exchange of pre-contractual information or the provision of contractual conditions shall be in writing. These can be done electronically under the validity and performance conditions under Articles 1125 to 1127-6, 1176 and 1177 of the Civil Code. The name or business name and the address of the seller are to be mentioned along with the indication of its registration under a) of Article L.141-3 or, where applicable, the name, address and indication of the registration of the federation or union mentioned in the second paragraph of Article R.211-2.

**Art. R.211-4** - Prior to the conclusion of the contract, the seller must provide the consumer with information on prices, dates and other aspects of the services provided during the trip or the stay such as:

1. the destination, the means, characteristics and categories of transportation used;
2. the type of accommodation, its location, its level of comfort and its main features, its approval and its tourist classification corresponding to the regulations or customs of the host country;
3. the restaurant services proposed;
4. the description of the itinerary when it is a tour;
5. the administrative and health formalities to be carried out by nationals or by citizens of another Member State of the European Union or a State that is party to the Agreement on the European Economic Area in case of, in particular, border crossings and their delays;
6. the visits, excursions and other services included in the package or available at extra cost;
7. the minimum or maximum size of the group allowed to make the journey or the stay and, if the journey or stay is subject to a minimum number of participants, the deadline for informing the consumer in case of cancellation of the trip or holiday. This date cannot be set at less than twenty-one days before departure;
8. the amount or percentage of the price to be paid as a deposit upon signing the contract and the schedule for payment of the balance;
9. the conditions for revising prices as provided by the contract pursuant to Article R.211-8;
10. the cancellation policy for the contract;
11. the cancellation policy set out in Articles R.211-9, R211-10 and R211-11;
12. the information on the optional purchase of an insurance contract covering the consequences of certain cases of cancellation or an assistance contract covering certain special risks, including repatriation costs in case of accident or illness;
13. When the contract includes air transportation, the information for each flight segment, pursuant to Articles R.211-15 to R.211-18.

**Art. R.211-5** - The prior information provided to the consumer binds the seller, unless within the latter the seller has expressly reserved the right to change certain elements. The seller must, in this case, clearly indicate to what extent these changes may occur and to which elements. In any event, changes to the prior information must be communicated to the consumer before the contract is concluded.

**Art. R.211-6** - The contract between the seller and the buyer must be in writing, in duplicate, one of which is given to the purchaser, and signed by both parties. When the contract is concluded electronically, it is concluded pursuant to Articles 1369-1 to 1369-11 of the Civil Code. The contract must contain the following clauses:

1. the name and address of the seller, its guarantor and its insurer and the name and address of the organizer;
2. the travel destination or destinations and, in case of a segmented trip, the various periods and their dates;
3. the means, characteristics and categories of transportation used, the dates and places of departure and return;
4. the type of accommodation, its location, its comfort and its main characteristics and its tourist classification under the regulations or customs of the host country;
5. the proposed restaurant services;
6. the itinerary if it is a tour;
7. the visits, excursions or other services included in the total price of the trip or stay;
8. the total price of the services billed and an indication of any possible review of this billing pursuant to the provisions of Article R.211-8;
9. an indication, if any, of the charges or fees related to certain services such as taxes for landing, embarkation or disembarkation at ports and airports, visitor's taxes where these are not included in the price of the service or services provided;
10. the payment schedule and method; the last payment made by the buyer shall not be less than 30% of the travel or stay and shall be made upon delivery of the documents entitling the trip or stay ;



11. the special conditions requested by the buyer and accepted by the seller;
  12. the manner in which the buyer may make a claim to the seller for non-performance or improper performance of the contract, which claim must be sent as soon as possible, by any means that provides a receipt to the seller, and, where appropriate, notified in writing to the tour operator and service provider concerned;
  13. the deadline for informing the buyer in case of cancellation of the trip or stay by the seller if the trip or stay is subject to a minimum number of participants, in accordance with the provisions of paragraph 7 of Article R.211-4;
  14. the cancellation policy for the contract;
  15. the cancellation policy provided for in Articles R.211-9, R211-10 and R211-11;
  16. the details of the risks covered and the amount of coverage under the insurance contract covering the consequences of the seller's professional liability;
  17. the particulars of the insurance contract covering the consequences of certain cases of cancellation signed by the purchaser (policy number and insurer's name) as well as the information concerning the assistance contract covering certain special risks, including the costs of repatriation in case of accident or illness, in which case, the seller must give the buyer a document specifying at a minimum the risks covered and the risks excluded;
  18. the deadline for informing the seller in case of transfer of the contract by the buyer;
  19. the commitment to provide to the buyer, at least ten days before the scheduled departure, the following information:
    - a) the name, address and telephone number of the seller's local representative or, failing that, the names, addresses and telephone numbers of local organizations that can assist the consumer in case of difficulty or, failing that, the telephone number to urgently establish contact with the seller;
    - b) for the travel or stay of minors abroad, a phone number and an address providing direct contact with the child or the responsible person at the location of the stay;
  20. The termination and refund clause for the amounts paid by the buyer, without penalty, in case of non-compliance with the notice requirement under 13° of Article R.211-4;
  21. The commitment to provide to the buyer, in good time before the beginning of the trip or stay, the departure and arrival times.
- Art. R211-7** - The buyer can transfer the contract to a transferee who meets the same conditions as him for the trip or stay, as long as the contract has not gone into effect. Unless there is a stipulation that is more favorable to the transferor, he must inform the seller of his decision by any means that can produce an acknowledgment of receipt within seven days before the trip begins. In the case of a cruise, this period is extended to fifteen days. This assignment is not subject in any case, to any prior authorization of the seller.
- Art. R211-8** - When the contract contains an express right to revise prices, within the limits provided for in Article L.211-12, it must indicate the specific terms for calculating the price changes, both to the upside and downside, including the amount of related transportation costs and taxes, the currency or currencies that may affect the price of the trip or stay, the portion of the price to which the variation applies, the exchange rate for the currency or currencies used as a benchmark when setting the price shown in the contract.
- Art. R211-9** - If, before the buyer's departure, the seller is forced to make a change to one of the essential elements of the contract such as a significant price increase, and when he disregards the obligation to inform referred to in 13° of Article R211-4, the buyer may, without prejudice to claiming reparation for any damages suffered, and after being informed by the seller by any means that can provide an acknowledgment of receipt:
- Either cancel the contract without penalty and obtain an immediate refund of the amounts paid;
  - Or accept the modification or alternative trip offered by the seller; an addendum to the contract detailing the changes is then signed by the parties; any decrease in price is deducted from the sums remaining due by the buyer and, if the payment already made by the latter exceeds the price of the changed service, the overpayment must be returned before the date of his departure.
- Art. R211-10** - In the case provided for in Article L.211-14, when, before the buyer's departure, the seller cancels the trip or stay, he must inform the buyer by any means capable of providing an acknowledgment of receipt; the buyer, without prejudice to claiming reparation for any loss suffered, shall obtain from the seller the repayment of the sums paid without penalty; the purchaser shall receive, in this case, an compensation at least equal to the penalty he would pay if the cancellation was of his own act by that date. The provisions of this Article shall in no way prevent the conclusion of an amicable agreement whose purpose is the acceptance by the buyer of an alternative trip or stay proposed by the seller.
- Art. R211-11** - When, after the buyer's departure, the seller is unable to provide a major portion of the services under the contract representing a significant percentage of the price paid by the buyer, the seller must immediately make the following provisions without prejudice to claiming reparation for any loss suffered:
- Either offer services to replace the services to be provided and bear any additional cost and, if the services accepted by the buyer are of inferior quality, the seller must reimburse him the price difference, upon his return;
  - Or, if unable to propose any alternative service or if this is refused by the buyer for valid reasons, provide tickets to the buyer, at no extra price, to ensure his return, in conditions that may be deemed equivalent, to the place of departure or to another location agreed by both parties.
- The provisions of this Article shall apply in case of non-compliance with the requirement in 13° of Article R.211-4.



### 3 SPECIAL TERMS OF SALE

#### Group reservations service

- All estimations for group services provided by the Tourism Office will be provided in writing. A package combines at least two different types of service
- Service fees are specified on the estimation and billed after the services have been provided as follows

- Guided tour(s) only: 5.00€
- Packages less than 500€: 10.00€
- Packages between 501€ and 1,000€: 15.00€
- Packages above 1,000€: 30.00€

- The booking of services is effective when the cost estimate has been returned. The manuscript note 'signed and agreed' needs to be mentioned as well as the date and signature of the client before the indicated deadline. The cost estimate of package files must be accompanied by 30 % from the final services' cost.
- Local authorities, public law legal entities, consular organizations, schools and universities, EPIC, SEM and SPL and private companies with whom an agreement would have been signed but cannot provide a minimum of a 30% deposit, need to provide a purchase order mentioning the billing address.

International groups must provide a written confirmation by email.

- Once the booking is established, the Tourism Office of Grenoble-Alps Metropolis forwards to the client an exchange order related to each service booked. It mentions place and time for the meeting point and contact details of the service provider and/or the guide(s). The exchange order(s) need(s) to be filled on site with the final number of participants then signed by the group manager and the service provider. The client needs to return these documents to the Tourism Office at the end of services.

#### Number of participants in the groups

- The final number of participants needs to be given to the Tours and Groups department of the Tourism Office three (3) weeks before the service.
- Stays with housing: the client provides the Tourism Office, at least 30 days before the first service, the full list with names and types of rooms linked to participants.

#### Final bill

- Prices can be upwards or downwards according to an important fluctuation of the participants' number
- The final bill is established at the end of the services according to the number of participants that are confirmed on exchange orders as well as on the price base mentioned on the client's signed cost estimates. It is required to refer to the article 'cancellation and modification' by the client for the final bill
- All services that are not mentioned in the cost estimate and the exchange order need to be paid on site by the client.

#### Transportation and guide's meal

- Prices indicated do not include coach transportation unless specifically mentioned.
- As part of a guided tour for a day, the guide's meal is provided by the client or it will be charged to the client, 16€ VAT.

#### Timetables

- The group must arrive at the time and day indicated on the written confirmation (e mail or voucher).
- In case of delay, the group needs to contact the guide or the service provider using the contacts mentioned on the exchange order.
- In case of delay from the group, no lengthening will be possible. Booked services that are not completed because of the delay must be paid.

#### Cancellation by the client

- Half or complete cancellation of services, need to be noticed on the written form to the Tourism Office by the client.
- Unless otherwise mentioned in the estimation, the following fees are applicable for all cancellations:
  - More than 30 days before the first day of service: no fees
  - Between the 30th and the 21st day of the first day of service: 25% of the price of the cancelled services
  - Between the 20th and the 8th day of the first day of service: 50% of the price of the cancelled services
  - Between the 7th and the 2nd day of the first day of service: 75% of the price of the cancelled services
  - Less than 2 days before the first day of service: 90% of the price of the cancelled services
  - In case of client no-show, the total sum of the services is due

#### Modification of the program by the client

- Any request from the client to modify the program must be sent in writing and will require a new estimation from the Tourism Office.
- If a service is asked to add by the client after the signature of the cost estimate, an additional deposit will be asked if only the cost of these extra services is more than 500€.

#### Modification of the program by the Tourism Office

- The times and meals stated in the program are given as examples and may be modified as necessary by the service provider.
- The Tourism Office reserves the right to modify the program and the order of the visits in case of events beyond its control.
- The Tourism Office will notify in writing the client of these changes as soon as possible.

#### Litigation

- Complaints linked to services need to be addressed to the Tourism Office of Grenoble-Alps Metropolis by the mean of a letter with an acknowledgement of receipt within the seven (7) days from the beginning of the service at the following address : 14 rue de la République, Grenoble (38000).
- In case of a remaining disagreement, complaints can be subdue to the Quality department of FNOTSI Fédération Nationale des Offices de Tourisme et Syndicats d'Initiatives) that will try hard to find an amicable consent.
- Litigation related to the application of the current terms and conditions will required the expertise of the court of which the Tourism Office has its seat, or that of the jurisdiction of the place where the defendant lives, or that of the place of performance of the service.