

## **Terms and conditions of sale for the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD»**

**Article 1** – Authorised Tourist Offices, as stipulated by the French law of 13th July 1992, may offer reservations and the sale of all types of general leisure, accommodation and tourist services in their locality. They provide assistance to the general public by offering a range of services. Tourist Offices are regional tourism organisations that act as an agent for service providers, themselves not members of the tourist office but having signed a contractual agreement with them. Under no circumstances will the FNOTSI (National Federation for Tourist Offices) and tourist offices themselves be held responsible for third party use of these contractual agreements for any other goal but tourism.

### **Article 2 – Duration of service provided**

The client named on the coupon (or ticket) that specifies a fixed duration for the service provided may under no circumstances remain on the premises after this fixed duration has expired.

### **Article 3 - Responsibility**

When booking services for the client, the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» is the client's only point of contact and is responsible for ensuring that all the obligations specified in these terms and conditions are fulfilled. The Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» cannot be held responsible for unforeseen circumstances, cases of Force Majeure or for the consequences of the actions of an outside party on the organisation or the provision of a service.

### **Article 4 - Reservation**

A reservation is confirmed when the entire payment or a deposit of 10% (depending on the booking) has been made to the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» before the date or time specified on the coupon (or ticket).

### **Article 5 – Payment of the balance**

The client formally agrees to pay the outstanding balance for the reservation to the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» or directly to the supplier, as per the instructions on the coupon (or ticket). The balance is due before the service's scheduled commencement time.

### **Article 6 - Coupon**

As soon as payment is received for the booking, the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» provides two copies of the coupon (or ticket) to the client. One copy should be given to the service provider on arrival.

### **Article 7 - Arrival**

The client must arrive on the day and at the time specified on the coupon (or ticket).

If this is not possible, he agrees to inform the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD».

If the client is going to arrive late or must cancel at the last minute, they must inform the service provider whose address and telephone number are indicated on the information sheet.

### **Article 8 – Cancellation by the client.**

Any cancellation should be communicated to the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» reception on +33 (0)3 80 262 130 or by email at [billetterie@beaune-tourisme.fr](mailto:billetterie@beaune-tourisme.fr) quoting the booking number. The client should receive a cancellation number confirming that the cancellation has been registered.

Any sale cancelled will be subject to a cancellation fee of 20% of the value of the order.

If the booking is cancelled in the 24 hours before the service is scheduled, this cancellation fee will rise to 50%.

100% of the order payment will be retained if the client does not attend without giving prior warning.

**Article 9 – Significant change to the agreed service by the service provider or the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD»**

If the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» is obliged to modify a key feature of a booking before the date it is scheduled to take place the purchaser may:

- either cancel their reservation and receive a deferred full refund of amounts paid;
- or accept the change, or an alternative booking proposed by the seller.

Any reduction in price will be deducted from the outstanding balance owed by the purchaser. If completed payment is greater than the price of the modified service, the surplus will be refunded to the client before the scheduled commencement of the service.

**Article 10 – Seller is unable to fulfil the terms of the contract during service provision.**

Should the seller be no longer able to provide a substantial part of the service agreed in the contract, representing a non-negligible proportion of the price paid by the client, the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» will offer an alternative service without incurring any further cost to the client, and without prejudice to a potential compensation claim he may make. If the service accepted by the purchaser is of a lower value, the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» will refund the difference in price before the service is scheduled to end. If the seller is not able to suggest a replacement, or their offer is not accepted by the purchaser for valid reasons, the seller will pay the purchaser compensation calculated on the same basis as in Article 11.

**Article 11 – Cancellation by the seller**

If the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» should cancel a booking on behalf of the service provider before its scheduled beginning, they must inform the purchaser before or at the scheduled commencement time. The purchaser will, whenever possible, be reimbursed the amounts he has paid either immediately or at a later date – without incurring any charges.

**Article 12 – Interruption**

If the client should prematurely terminate a service, no refund will be paid.

**Article 13 – Capacity**

Each coupon (or ticket) indicates a specific number of visitors. If the number of attendees is more than the number of visitors specified for the service, the service provider may refuse entry to the extra visitors.

**Article 14 – Transfer of coupon by the client**

The purchaser may transfer their coupon to a transferee on condition that the transferee fulfils the same conditions in their use of the service. In such a case, the purchaser agrees to inform the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» before the scheduled commencement of the service. The coupon (ticket) must be sold for its cost price.

The transferor and the transferee are jointly responsible to the seller for the payment of any outstanding balance as well as any possible supplementary costs that may arise from the transfer.

**Article 15 - Insurance**

The client is responsible for any damage he may cause. He is advised to take out holiday insurance covering this type of risk.

**Article 16 – Service-specific conditions**

The conditions specific to services resold by the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» are communicated with the coupon (or ticket).

An insufficient number of participants may be a valid reason to cancel certain types of services.

In such cases, the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» will, where possible, refund all payments made by the client either immediately or at a later date.

**Article 17 - Disputes**

Any claim relating to a service must be submitted to the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» within three days of the scheduled commencement of the service.

Any other service-related claim should be addressed by letter, as quickly as possible, to the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD», the only body authorised to take decisions in case of dispute.

If the dispute should remain unresolved, the matter will be submitted to the quality assurance department of the National Federation of Tourist Offices, which will seek to settle the dispute by amicable agreement.

Any dispute concerning the application of these Terms & Conditions will be dealt with exclusively by the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» district court or the department's administrative seat.

**Article 18 – Third party professional insurance**

The Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» is covered by a third party professional insurance for regional, not-for-profit tourism organisations. (Article 60 of decree n° 94-490 of 15<sup>th</sup> June 1994). Policy n°:082509/J with insurance company:

**S.M.A.C.L**

141, avenue Salvador-Allende

79031 NIORT Cedex 9

Tel: 05.49.32.56.56 - Fax: 05.49.73.47.20

**Article 19 – Departmental Administration Authorisation**

The Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» is a Regional Tourism organisation authorised by prefectural decree on 6<sup>th</sup> August 1997 under N° **AU-021-97-0001**

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## **Terms and conditions for remote sales**

### **Article 1: Bookings**

All on-line or remote bookings for services from the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» infer total agreement with the Terms and Conditions for remote sales. These terms and conditions can be consulted at any time on the web site [www.beaune-tourisme.fr](http://www.beaune-tourisme.fr) in the "Terms and conditions for use of site" section.

### **Article 2: Terms of fulfilment and delivery**

The Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» proposes services fulfilled by partnering service providers.

Coupons (or tickets) corresponding to each service are sent to the client by email in PDF format 36h after on-line reservation. These coupons (or tickets) will be required by the service provider to gain access to your visit. These coupons (or tickets) are valid for the period and service indicated. If one or more service providers are unable to fulfil the terms of the contract, the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» agrees to provide an equivalent service without infringing on a client's right to claim compensation; if, for any reason, a booked service cannot be replaced (completely or partially) the client may request a refund for the cost of the service concerned only, excluding all compensation and interest.

### **Article 3: Payment**

Payments for on-line purchases are made by bank card (Visa, Mastercard, Carte Bleue) via the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» EPT (Electronic Payment Terminal). The account is debited when e-tickets are dispatched. Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD»'s payment system uses the SSL cryptographic protocols to keep information secure (bank card number, expiry date, etc...). Bank details can also be given over the telephone by calling the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» reception on +33 (0)3 80 262 130.

### **Article 4: Cancellation by the client**

In conformity with the consumer code and the conditions of articles L121 -16 onwards, the client has a seven full day retraction period from the day they receive the electronic tickets without having to provide a reason or pay a cancellation fee.

Any cancellation should be communicated to the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» reception on +33 (0)3 80 262 130 or by email to [billetterie@beaune-tourisme.fr](mailto:billetterie@beaune-tourisme.fr) quoting the order number. The client should receive a cancellation number confirming that the cancellation has been registered.

Outside the legal retraction period, any cancellation of a remote booking will be subject to a cancellation fee of 20% of the value of the order.

If the booking is cancelled in the 24 hours before it is due, this cancellation fee will rise to 50%.

100% of the order payment will be retained if the client does not attend without giving prior notice.

### **Article 5: Disputes**

Any claim relating to a booking must be submitted to the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» within three days of the scheduled commencement of the service. Any other service-related claim should be addressed by letter, as quickly as possible, to the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD», the only body authorised to take decisions in case of dispute.

If the dispute should remain unresolved, the matter will be submitted to the quality assurance department of the National Federation of Tourist Offices, which will seek to settle the dispute by amicable agreement.

Any dispute concerning the application of these Terms & Conditions will be dealt with exclusively by the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» district's court or the department's administrative seat.

Only interpretations of the French version of these Terms & Conditions will be considered by law.

**Article 6 – Change in the client’s situation**

The client agrees to inform the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» in writing or by email of any change in his circumstances. (In particular, change of address or bank details). The Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» can take no responsibility for any consequences the client, or any third party, may suffer if the client has not notified the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» of a change in their situation.

Force majeure: No party will be held responsible, or be considered as not having fulfilled the specific terms of sale, if the service is delivered late or is not delivered at all if the cause of this late delivery or non-delivery is Force Majeure as defined by the French court of law.

**Article 7: Confidentiality and personal data protection**

In conformity with the 6<sup>th</sup> January 1978 "Data protection Act", the client is guaranteed the right to access, to correct and to oppose their personal data by contacting the Office de Tourisme Intercommunal «BEAUNE, CÔTE ET SUD» at [billetterie@beaune-tourisme.fr](mailto:billetterie@beaune-tourisme.fr) specifying the message subject as "personal data".