

2016 Avignon Tourism Office Terms and Conditions of Sale.

Article 1 – General Provisions

1-1 In compliance with the French Tourism Code, AVIGNON TOURISME, as a local accredited tourism body, can, through its Tourism Office activity, conduct or contribute to tourism marketing operations (such as stated in Chapter I of the French Tourism Code as recalled below), in the public interest, regardless of the terms and conditions of its remuneration, insofar as such operations facilitate the reception or improve the holiday conditions of the tourists within the scope of its geographic area of intervention.

Review of Chapter I of the French Tourism Code

I. - This chapter applies to individual persons or legal entities that conduct or contribute to operations entailing the organisation or sale, whatever the terms and conditions of remuneration, of the following:

- a) Group or individual travel or stays;
- b) Services likely to be provided during travel or stays, such as issuing of transport tickets, room reservations in hotels or tourism accommodations, issuing of accommodations vouchers or food and beverage vouchers;
- c) Services related to incoming tourism, in particular the organisation of museum tours or tours of historical monuments.

This chapter also applies to operations of production or sale of tour packages such as they are defined in Article L. 211-2, and to operations related to the organisation and reception of fairs, shows and conventions or similar events insofar as these operations include all or part of the services provided for in a, b and c herein.

1-2 These terms and conditions of sale are valid as of 01 July 2010 and remain applicable unless otherwise stipulated.

1-3 The fact that the Avignon Tourism Office does not avail itself of any one of the provisions in these Terms and Conditions of Sale, at any given time, may not be interpreted as a waiver of the right to avail itself of it at any later date.

1-4 In the event that any one of the provisions in the Terms and Conditions of Sale were to be declared null or void, this provision shall be deemed not to have been written, without affecting the validity of the other provisions, unless the provision declared to be null or void were to be an essential and fundamental provision.

1-5 The specific conditions of the Partners, stated on the description of the service and on the confirmation of the reservation, are also applicable to the offer and to the provision of supply, according to the same terms and conditions of the present Terms and Conditions of Sale.

1-6 General Provisions related to the sale of services via the Internet site

The Tourism Office sells various services reserved for individuals through its Internet site, individually. These services are governed by these Terms and Conditions of Sale.

Orders for Services are reserved to those clients who have acknowledged the Terms and Conditions of Sale in their entirety, and have accepted them by checking the box or clicking on the hypertext link provided for this purpose on the Internet site. Without the aforementioned acceptance, it is technically impossible to pursue the order process.

Clients must be at least 18 years old, must be legally capable of contracting and must use this Site in compliance with the Terms and Conditions of Sale.

Except in the case of fraud, for which it must provide proof, the client is financially liable for its undertakings on the Internet site, in particular use of its User name and password. The client also guarantees the accuracy and truth of the client's information provided on the Internet site.

Any use of the Internet site which is fraudulent or judged to be fraudulent and which infringes these Terms and Conditions of Sale will entail refusal to the User, at any time, to access to the Services proposed by the Partners and other Internet site functionalities.

Article 2 – Contract Formation

2-1 It is hereby pointed out that all orders of one or several Services proposed by the Tourism Office presumes the Client's restriction-free and reserve-free acceptance of these Terms and Conditions of Sale, which can be seen and read on the pages of the Tourism Office's Internet site www.avignon-tourisme.com.

2-2 Reservations

Every reservation is final and firm unless exercise of the Withdrawal Right, stated in article 2-4, or cancellation in the conditions stated in article 8 of these Terms and Conditions of Sale.

2-2-1 Booking Terms

Services proposed by the Tourism Office can be booked on the Internet site www.avignon-tourisme.com or through the Remote Reception Service at the Tourism Office, reachable by telephone at (33) (0)4 32 74 32 74 during office hours. (cf article 8-1 of these Terms and Conditions of Sale).

2-2-2 Special Provisions for On-line Bookings

2-2-2-1 The descriptions and photographs on the site for the Services listed by the Tourism Office are for information purposes only. Content can vary depending on the Provider. Accordingly, we recommend that you contact the Service Provider directly to obtain the latest information.

If the client thinks that it has not been sufficiently informed about the characteristics of the Service it

AVIGNON TOURISME – Office de Tourisme d'Avignon

41 cours Jean Jaurès – 84000 Avignon France

Tél. +33 (0)4 32 74 32 74 – Fax : +33 (0)4 90 82 95 03 – www.avignon-tourisme.com – officetourisme@avignon-tourisme.com

Siren : 307 206 037 – APE 925C / Autorisation n° AU 084 97 0001

AVIGNON TOURISME @ marque déposée

wishes to order, it can, prior to placing any orders, request additional information on such Services from the Tourism Office.

In ordering, the client explicitly acknowledges that it has obtained all the information it desires on the type and characteristics of the services ordered.

2-2-2-2 The contract for services becomes firm and definitive when the client confirms the reservation page on the Internet site which summarises the services ordered and proceeds with payment of the entire price of the services ordered.

Up until these conditions are met, the contract for services shall not be formed, and the Tourism Office shall not be required to perform the ordered services. Once the contract for services is duly formed, it can no longer be modified or cancelled by the client, subject to implementation of its right to withdrawal in the conditions defined hereinafter in article 2-4 or agreement between the parties and subject to the provisions in articles 8, 9 and 11.

2-3 Written confirmation

The Avignon Tourism Office undertakes to confirm the content of the ordered services, the Terms and Conditions of Sale, the conditions for exercising its right to withdraw, the address to which any complaints can be sent and the conditions covering the commercial guarantees to which it is entitled to the client, in electronic mail or on paper, at the latest prior to the start of the ordered services.

2-4 Right to withdraw depending on the type of service

Depending on the type of service ordered, the client may or may not be entitled to withdraw:

In compliance with the provisions in article L.121-20 of the French Consumer Code the client has 7 clear days as of the firm and definitive contract date as per the conditions defined in article 3, within which to exercise its right to withdraw via fax, mail or e-mail sent to the Tourism Office:

Office de Tourisme d'Avignon – 41 cours Jean Jaurès - 84000 Avignon

Fax: +33 (0)4 90 82 95 03 – E-mail: information@ot-avignon.fr

In availing itself of its right to withdraw, the client can cancel services ordered with no penalty incurred. In the event of the client exercising its right to withdraw, the Tourism Office undertakes to reimburse the client as soon as possible and within 30 days at the latest after the date when it has exercised its right to withdraw, dated at the reception of the withdrawal fax, mail or e-mail.

Please note: There is no right to withdrawal for clients who order transportation or accommodations, in combined application of articles L121-20-4 al.2 and L121-18 of the French Consumer Code.

Article 3 – Price

3-1 Unless otherwise stated on the Internet site, the prices listed on the Avignon Tourism Office Internet site are stated in Euros and include the VAT. Additional local taxes, paid on site, may be applied by local authorities (tourist tax, visitor tax...) and are at the client's expense.

AVIGNON TOURISME – Office de Tourisme d'Avignon

41 cours Jean Jaurès – 84000 Avignon France

Tél. +33 (0)4 32 74 32 74 – Fax : +33 (0)4 90 82 95 03 – www.avignon-tourisme.com – officetourisme@avignon-tourisme.com

Siren : 307 206 037 – APE 925C / Autorisation n° AU 084 97 0001

AVIGNON TOURISME @ marque déposée

The Avignon Tourism Office reserves the right to modify the price of its services at any time and in agreement with the service provider.

3-2 Payment

For reservations for accommodations, tickets, products, tourist services and package deals, payment for the services ordered is made by direct debit at the time of the reservation. This does not include any visitor tax which may be payable to the service provider at arrival or departure depending on the conditions applicable to the establishment and unless otherwise indicated.

3-3 Special Provisions depending on reservation conditions:

For reservations made on the Internet site:

The prices correspond to the stipulated services such as they are described on the Internet site.

In the event of change, the price applied shall be the price in effect at the time of confirmation of the "Shopping Basket" page on the Internet site.

The prices stated on the Internet site can be modified at any time with no advance notice. It is hereby stated that such modifications shall not be applicable to reservations which have been accepted prior to the change unless these modifications occur more than 30 days prior to the scheduled date of departure. Unless otherwise stated, the visitor tax is not included and must be paid to the service provider depending on the number of persons and the number of booked nights.

Payment for services ordered on the Internet site takes place with a bank card (Carte Bleue, Visa, Eurocard /Mastercard are accepted) over a Secure Payment System.

Article 4- Service Performance Conditions

4-1 The period of time for each service is stipulated on the Internet site.

The client cannot, under any circumstance, claim any right to remain in the premises at the end of the service.

For the best conditions for certain services, the client must arrive on the stated day and stated time, or contact the service provider directly.

4-2 Special Provisions depending on the services ordered

4-2-1 Accommodations

4-2-1-1 For accommodations reservations, we strongly recommend that the client directly inform the provider of client arrival time. The client must take into account the opening hours of the booked

AVIGNON TOURISME – Office de Tourisme d'Avignon

41 cours Jean Jaurès – 84000 Avignon France

Tél. +33 (0)4 32 74 32 74 – Fax : +33 (0)4 90 82 95 03 – www.avignon-tourisme.com – officetourisme@avignon-tourisme.com

Siren : 307 206 037 – APE 925C / Autorisation n° AU 084 97 0001

AVIGNON TOURISME @ marque déposée

accommodation. Unless otherwise indicated, the client shall free booked rooms at the latest at 12 noon on the day of departure.

REMINDER: some places do not have night reception. Please be careful about arrival times.

4-2-1-2 If, exceptionally, through a booking error or unscheduled room problem, the booked room(s) were not available at the time of the client's arrival, the service provider must do the following for the client at no extra charge:

1. Find one or more rooms (the number of rooms equivalent to the booking) in another establishment of the same or better ranking, at the same or lower price than the originally booked rooms,

REMINDER: Establishments are ranked based on level of comfort and service. Ranking standards are monitored by the Prefecture.

Photos are not contractual.

2. Propose a solution for transportation to this establishment,
3. Reimburse the client, if he or she requests, the price of a phone call between the establishment and its family or office.

4-2-2 Package deals and transportation:

Hours stated must be complied with to ensure seamless delivery of the services.

In the event of delay and with no information from the client on the subject of its arrival time, the service provider decides whether to guarantee the reservation or not. If the service provider cannot wait for delayed clients, a later date for the activity will be proposed to the client. If no replacement date can be found, the client remains solely liable for its delay and a penalty of 100% of the amount of the service shall be invoiced.

It is possible that certain activities proposed by the Service providers and stated in the content on the Site, be cancelled, in particular due to weather conditions, force majeure, low season, or because of insufficient number of participants for the performance of the activity. Cancellation of any activity due to reasons of force majeure or to third parties to the contract does not give rise to any damages for the client of the Avignon Tourism Office.

4-2-3 Ticket service:

The confirmation document must be presented to the service provider upon your arrival and a ticket will be given in exchange.

REMINDER: Please check the opening days and hours for the establishments. The tickets orders are not sent through the post except in specific cases by certain service providers.

In these cases the product description and the reservation stipulate that the ticket(s) are sent to the

AVIGNON TOURISME – Office de Tourisme d'Avignon

41 cours Jean Jaurès – 84000 Avignon France

Tél. +33 (0)4 32 74 32 74 – Fax : +33 (0)4 90 82 95 03 – www.avignon-tourisme.com – officetourisme@avignon-tourisme.com

Siren : 307 206 037 – APE 925C / Autorisation n° AU 084 97 0001

AVIGNON TOURISME @ marque déposée

delivery address stated by the User when ordering. The delivery times stated are the average periods for processing and delivering to destinations in metropolitan France or other countries. If ticket delivery is impossible due to User error in entering data or User failure to state the existence of an interphone or door code, neither the Service provider(s) nor The Avignon Tourism Office is in any way liable for failed delivery.

4-2-4 Packages proposed by the Avignon Tourism Office:

For guided tours, the meeting point is either at the reception desk at the Avignon Tourism Office, 41 cours Jean Jaurès, or at the Palace of the Popes, on Place du Palais des Papes, unless otherwise agreed upon specifically by the Tourism Office. In all cases, the meeting point is stated in the description of the guided tour, and on your exchange slip.

In the event of unscheduled closure, the Tourism Office is in no way liable for the non-performance of the tour. Such unscheduled closing is deemed an Act of God. In the event of cancellation due to the Tourism Office, when the Tourism Office cancels one of its guided tours prior to the start of the tour, it must inform the client by any means possible. The client, without prejudice to action for compensation for damage allegedly suffered, shall be reimbursed for sums disbursed, without penalties. These provisions do not apply when an agreement is reached between the Tourism Office and the client entailing client's acceptance of another guided tour proposed by the Tourism Office.

Article 5 – Supplements and modifications by the client

Any service not covered in the set price must be paid on site. The client cannot modify the content of his/her stay unless previous agreement from the Tourism Office. Charges for unaccepted modifications remain at the client's entire expense. In the event of non-use, exchange vouchers are not reimbursed.

Article 6 – Contract transfer by the client

The client can transfer its contract to a transferee who meets the same conditions as the client for performance of the service.

In this case the client must inform the Avignon Tourism Office of its decision in a registered letter with recorded delivery at the latest 7 days prior to the start of the service.

The contract must be transferred at cost price.

The transferor and the transferee are jointly and severally liable for payment of the balance of the price and for any additional costs incurred by the transfer, with respect to the seller.

Article 7 – Alternation of an essential element of the contract by the Tourism Office

If, prior to the scheduled date for the start of the service, the Tourism Office is required to alter any one of the essential elements of the contract, the client can, without prejudice to action for compensation for damage allegedly suffered, and after having been informed by the Tourism Office by any means:

- either terminate its contract and obtain, without penalty, immediate reimbursement of the amounts paid. It shall also receive indemnification at least equal to the penalty that it would have had to bear if it had instigated the termination at this date, as defined in article 8 of these Terms and Conditions of Sale.
- or accept the modification or replacement of services proposed by the Tourism Office, in which case a rider to the contract stipulating the alterations shall be signed by the parties. If the replacement service is less expensive than the service ordered, the overpayment shall be returned to the client prior to the start of the service.

Article 8 – Cancellation by the client

8-1 The Tourism Office must be informed of any total or partial cancellation, either via the Internet site www.avignon-tourisme.com (indicate the reservation number); or by directly contacting the switchboard by telephone at the following telephone number: +33 4 32 74 32 74

April to October:

- Monday to Saturday 9am to 5pm
- Sunday 9:45am to 4pm

During the Festival in July

- every day 9am to 6pm

November to March:

- Monday to Friday 9am to 5pm
- Saturday 9am to 4pm
- Sunday 10am to 12noon

8-2 For accommodations bookings

In the case of total or partial cancellation by the client, the Tourism Office shall ipso jure apply penalties on the client under the following conditions:

* If total or partial cancellation occurs at least 48 hours before the start of the service (the time taken into account is 12noon the scheduled day of arrival), or following application of the client's right to withdraw, no penalty is due and the Avignon Tourism Office shall reimburse the client for the amounts collected for the cancelled services, unless otherwise specifically stated in the description and on the reservation confirmation.

AVIGNON TOURISME – Office de Tourisme d'Avignon

41 cours Jean Jaurès – 84000 Avignon France

Tél. +33 (0)4 32 74 32 74 – Fax : +33 (0)4 90 82 95 03 – www.avignon-tourisme.com – officetourisme@avignon-tourisme.com

Siren : 307 206 037 – APE 925C / Autorisation n° AU 084 97 0001

AVIGNON TOURISME @ marque déposée

* If this concerns a last-minute reservation (less than 24 hours prior to the arrival date), there shall be no reimbursement in the event of client cancellation or No-show.

* In the case of No-Show: no reimbursement is provided.

Holiday rentals – furnished rentals

* If cancellation occurs more than 30 DAYS BEFORE the date of the beginning of the holiday: 25% of the amount of the holiday shall be retained the amount of the initial deposit.

* If cancellation occurs less than 30 DAYS BEFORE the date of the beginning of the holiday, no reimbursement shall take place.

* In the case of No-Show: no reimbursement is provided.

8-3 For reservations of guided tours, tickets, packages, tourism services

For entrance tickets to tourism sites, tickets are valid for one year as of the reservation date. They cannot be changed or reimbursed.

For guided tours/concerts/performances/excursions, tickets cannot be returned or exchanged, except in the case of cancellation of the event.

For activities (cooking class, sport, leisure...), tickets cannot be cancelled or reimbursed.

Article 9 – Cancellation by the Avignon Tourism Office

If, prior to the start of the service, the Avignon Tourism Office cancels the service, it must inform the client by registered letter with recorded delivery.

The client, without prejudice to action for compensation for damage allegedly suffered, shall be reimbursed immediately and without penalty for the amounts paid. It shall also receive indemnification at least equal to the penalty that it would have had to bear if it had instigated the termination at this date, as defined in article 8 of these Terms and Conditions of Sale.

These provisions do not apply when an agreement is reached between the Tourism Office and the client entailing client's acceptance of another guided tour proposed by the Tourism Office.

9-1 Special provisions concerning certain types of services requiring a minimum number of participants

AVIGNON TOURISME – Office de Tourisme d'Avignon

41 cours Jean Jaurès – 84000 Avignon France

Tél. +33 (0)4 32 74 32 74 – Fax : +33 (0)4 90 82 95 03 – www.avignon-tourisme.com – officetourisme@avignon-tourisme.com

Siren : 307 206 037 – APE 925C / Autorisation n° AU 084 97 0001

AVIGNON TOURISME @ marque déposée

Insufficient number of participants can be valid grounds for cancellation of certain types of services. In this case the Avignon Tourism Office returns the entire corresponding amount paid. This possibility cannot be implemented less than 24 hours prior to the start of the service.

Article 10 – Responsibility

10-1 The Tourism Office which proposes services to a client is the sole contact person for that client, and is responsible to that client for the performance of the services ordered and the obligations resulting from these Terms and Conditions of Sale.

10-2 The Avignon Tourism Office programmes depend on the opening days and hours of the various monuments, museums and establishments. In the event of unscheduled closing, the Tourism Office cannot be held liable in any way for the non-performance of a programme which is not due to its doing.

10-3 The Tourism Office cannot be held liable for the total or partial non-performance of services ordered, or the total or partial non-respect of obligations stipulated in these Terms and Conditions of Sale, in the presence of acts of God, cases of force majeure, of poor performance or faults committed by the client, or unforeseen and insurmountable acts by a third party uninvolved with the supply of services.

10-4 Under no circumstances whatsoever does the Avignon Tourism Office incur any liability in the event of use of these contracts by third parties or for purposes other than tourist purposes.

Article 11 - Force majeure

11-1 By force majeure is meant any unforeseeable and insurmountable event exterior to the parties which hinders the client, the travellers, the agency or the service providers involved in the performance of the trip, from performing one or more of the service(s), or performing all or part of the obligations covered in the contract.

Examples of force majeure are strikes by transportation means, demonstrations, hotel personnel, weather conditions (bad weather, storms....), hydrological conditions (floods, high water ...), closing of facilities, and geographic conditions.

11-2 The occurrence of a case of force majeure suspends the obligations herein affected by the force majeure and frees from liability the party which should have performed the affected obligation.

In the event of a case of force majeure, the service provider reserves the right to cancel any reservation and to modify the date. If the service provider finds itself obliged to cancel the service before the client was able to begin the activity, a later date for the activity will be proposed.

AVIGNON TOURISME – Office de Tourisme d'Avignon

41 cours Jean Jaurès – 84000 Avignon France

Tél. +33 (0)4 32 74 32 74 – Fax : +33 (0)4 90 82 95 03 – www.avignon-tourisme.com – officetourisme@avignon-tourisme.com

Siren : 307 206 037 – APE 925C / Autorisation n° AU 084 97 0001

AVIGNON TOURISME @ marque déposée

Article 12 – Personal data

12-1 The Internet site www.avignon-tourisme.com has been filed with the CNIL. Personal data provided by the client, including the number, name and address of the credit card on the Internet site enable processing and filling of orders and are encrypted to avoid being read when transmitted over the Internet.

In compliance with article 32 of the 6 January 1978 French Data Protection Act, modified by law 2004-801 of 6 August 2004, the information required to process and fill orders is marked with an asterisk on the Website pages.

Other requests for information which is optional, or information relative to the User's interest in other offers, are intended to better understand the user and to improve services offered.

The occurrence of an unpaid debt on the grounds of fraudulent use of a bank card shall entail registration of these data in connection with the order from the User who is the origin of this unpaid debt in a payment default file implemented by the Insurer and placed under the Insurer's responsibility.

12-2 The client is entitled to access, modify, rectify and eliminate his or her own personal data. To do so please contact the Tourism Office at Avignon Tourism Office, 41 cours Jean Jaurès, F-84000 Avignon / E-mail: officetourisme@avignon-tourisme.com

Article 13 - Disputes / Complaints

13-1 Any complaint about a hotel must be sent by registered letter with recorded delivery to the Tourism Office within 10 days of the service, to the following address: Avignon Tourism Office, 41 cours Jean Jaurès, F-84000 Avignon. E-mail: officetourisme@avignon-tourisme.com.

Failing this, the Tourism Office shall not accept any complaint.

13-2 In the event of dispute, the parties shall attempt to reach an amicable agreement. In the event of persistent disagreement, the Avignon Tourism Office undertakes to submit the dispute to the Quality Department at the Vaucluse Prefecture or to the Hotelkeepers' Chamber (Chambre syndicale de l'hôtellerie).

13-3 In the event of dispute, the Terms and Conditions of Sale are subject to French law. Any dispute about their interpretation and/or their performance comes under the jurisdiction of the French Courts.

AVIGNON TOURISME – Office de Tourisme d'Avignon

41 cours Jean Jaurès – 84000 Avignon France

Tél. +33 (0)4 32 74 32 74 – Fax : +33 (0)4 90 82 95 03 – www.avignon-tourisme.com – officetourisme@avignon-tourisme.com

Siren : 307 206 037 – APE 925C / Autorisation n° AU 084 97 0001

AVIGNON TOURISME @ marque déposée

Les Luminessences

Cancellation conditions - reimbursement of tickets

The spectator cannot obtain reimbursement for tickets due to change of mind or loss or theft of the ticket. In the event of the cancellation of the performance at the initiative of AVIGNON TOURISME, the amount of the price of the ticket shall be reimbursed the day after the presentation of proof of purchase. An exchange may also be proposed to the ticket holder. Reimbursement shall take place via card or in cash. The ticket holder must come to the ticket windows at the Palace of the Popes. In the event of on-line sales, reimbursement takes place directly on line. The client acknowledges having read and accepted these Terms and Conditions of Sale.