

TERMS OF SALES

1-Responsibility

The Marseille Convention and Visitors Bureau is covered by Civil Liability Insurance (MMA N°143 423 654) which covers physical, material and immaterial damage that may be caused to participants as a result of the failure or default of its services.

The Marseille Convention and Visitors Bureau, which offers services to a client, is the sole interlocutor of this client and is responsible to him for the execution of the services ordered and the obligations arising from the present conditions of sale

The Marseille Convention and Visitors Bureau cannot be held responsible for the total or partial non-performance of the services ordered or for the total or partial failure to comply with the obligations stipulated in these general conditions of sale, in the event of unforeseen circumstances, force majeure, poor performance or faults committed by the customer (failure to comply with safety instructions, meeting times, etc.) or unforeseeable and insurmountable events by a third party unrelated to the provision of the services.

The cancellation of any activity due to force majeure or the behaviour of a third party to the contract shall not, in any event, result in any compensation to the customer by the Marseille Convention and Visitors Bureau.

2-Booking

The present General Terms and Conditions of Sale apply to all guided tours and tourist packages (a tourist package is a combination of at least two different travel services including either transport or accommodation or both) booked with the incoming dept. of the Marseille Convention and Visitors Bureau.

For public establishments, semi-private structures, large groups, issuing commitment forms or order forms according to their purchasing procedure, the reservation will only be taken into account on receipt of the commitment form or order form.

In the case of a guided tour reservation, the reservation is considered firm and definitive as of its confirmation by electronic mail before the beginning of the ordered services.

In the case of a reservation for a tourist package, the reservation is considered to be firm and definitive when the client has returned the signed quotation accompanied by the payment of a deposit equivalent to 35% of the total amount of the file.

In the case of a reservation for a tourist package including accommodation, the following deposits are required:

- 75% when booking is confirmed.

- The balance on D-30

For any tourist package booked less than 30 days before the date of the reservation, full payment will be required when booking is confirmed.

For all museum bookings, e-tickets must be printed out by the client and presented at the entrance to the museum or entrance will be refused.

If the customer does not feel sufficiently informed about the characteristics of the services, he/she wishes to order, he/she may request additional information on these services from the Marseille Convention and Visitors Bureau prior to placing an order. By placing an order, the customer implicitly acknowledges that he/she has obtained all the information required on the nature and characteristics of the services ordered and that he/she has read the general conditions of sale and cancellation.

3-Rates in effect from 2022 January 1st to December 31st

The prices shown in the table include taxes and relate only to the service provided by the guide.

Day: 7 am to 7 pm/ Evening: 7 pm to 10 pm/ Night: 10 pm to 7 am/Overnight expenses: €25/Guide's meals: €19 if not already covered.

Amendments to file: €50 (excluding changes to number of participants: €5 beyond two changes).

Prices do not include:

- Admission to monuments, museums and attractions (except Le Corbusier's Cité Radieuse)

- Guide's meals, if the guide remains with the group for lunch
- Transport (except where a coach is booked)
- Personal expenses

4-Payment

In the case of a guided tour reservation, the full amount is due no later than 48 hours, 2 working days before the first service.

In the case of a tourist package (without accommodation), the payment of the deposit of 35% of the total amount is considered as due when the booking is confirmed. The balance is due at the latest 48 hours or 2 working days before the first service.

In the case of a reservation for a tourist package including accommodation, the following deposits are required

- 75% at the time of ordering
- The balance on D-30

For any booking of a tourist package made less than D-30, the total amount will be due at the time of booking.

Payments are made by credit card (Visa and Eurocard/Mastercard are accepted), cheque and cash or by bank transfer.

We accept vouchers and payment by money order.

In the case of a booking including catering or accommodation, any consumption not stipulated on the quotation and any extras must be paid for on the spot by the client directly to the establishment.

5-Modifications

By the customer:

Any modification requested after the edition of the file will be invoiced €50, except for the number of participants (€5 / change due beyond the first two changes)

No modification is possible after payment has been made and museum tickets have been issued.

Any modification relating to the details of the service booked (number of people, meeting place, schedules etc.) should be communicated in writing or by e mail and is subject to prior agreement with the Guides Office. Requests will be carried out, subject to availability of a guide.

By the Marseille Tourist Office and Convention Bureau, if at any time before the planned date of the beginning of the 1st service, the Marseille Tourist Office and Convention Bureau is forced to modify one of the key elements of the contract, the buyer, after receiving notice of these modification from the Office, may:

- Either cancel the contract and obtain, without penalty, an immediate refund of any amount paid.

- Or accept the modification proposed by the Marseille Tourist Office and Convention Bureau. A rider to the contract, providing details of the modifications made, is then signed by both parties.

6-Cancellation

Any cancellation request must be sent, at least 48 hours before the beginning of the first ordered mission, by email to the tourist office group dpt only:

groupe@marseille-tourisme.com

In the case of a tourist package, the cancellation request must be sent 30 days before the first service;

Cancellation conditions for a tourist package including accommodation:

A cancellation margin of 5% of the total initial invoice is granted up to 60 days before the start of the event. Cancellation percentages are not cumulative.

Beyond 5% of the total initial invoice, cancelled services will be invoiced according to the schedule below.

After 90 days: Any partial cancellation will be invoiced at 35% of the contracted rate.

Between 90 days and 61 days: Any partial cancellation will be invoiced at 50% of the contracted rate.

Between 60 days and 31 days: Any partial cancellation will be charged at 75% of the contracted rate.

Less than 30 days: Any partial cancellation will be charged at 100% of the contracted rate.

Cancellations made between 30 days and the date of arrival will be charged at 100% of the contracted rate. No-shows and any reduction in the length of stay will be charged at an amount equal to the duration of the planned stay.

All cancellations, even partial, must be made in writing to the incoming dpt. and must cover the entire period initially booked, in a linear manner.

For any reservation made less than 30 days before the start of the holiday, the full amount will be due.

In all cases, the deposit is not recoverable.

Cancellations sent directly to the tour operators or guides will not be considered valid and the full amount will be due.

Any other cancellation by the client will result in the entire file being invoiced.

All cancellations must be sent by email, even for tour operators who book a series of dates and only send a voucher for the confirmed dates.

The cancellation must be explicit for each date booked.

7-Confirmation/ Guarantee

The Marseille Tourist Office and Convention Bureau will confirm to the client by e-mail or, failing this, on paper, and before the commencement of the services booked at the latest, the conditions and procedures for exercising the right of withdrawal to which he/she is entitled, the address to which he/she may make any complaints, and the conditions relating to the commercial guarantees to which he/she is entitled. This confirmation is sent in the form of the present general conditions of sale which contain all of these details.

At the time of your booking, we ask you to provide us with the exact wording and address of the invoice, and/or the invoice email, your legal commitment form or order form, stipulating your SIRET number, which is essential for filing invoices on CHORUS.

Our invoices can be filed on CHORUS; this must be specified on your legal commitment form or your order form.

8-Capacity

The meeting place is determined by mutual agreement between the client and the Tourist Office and Convention Bureau and is stated in the confirmed document.

The pedestrian guided tours are limited to a certain number of persons in agreement with sanitary conditions and prefectural restrictions.

9-Nonexistence of the right of withdrawal

The legal provisions regarding distance selling set out in the Consumer Code provide that the right of withdrawal does not apply to tourism services (article L 121 20 4 of the Consumer Code). Therefore, you will have no right of withdrawal for any service booked through the Marseille Tourist Office and Convention Bureau

10-Evidence

It is expressly agreed that, except in the case of any manifest error which you report to us, the data stored in the information system of the Marseille Metropolitan Tourist Office and Convention Bureau and/or those of its partners have probative force where tour bookings are concerned.

Data stored on computer or in other electronic form by the Marseille Metropolitan Tourist Office and Convention Bureau constitute evidence and, if they are used as such by the Marseille Metropolitan Tourist Office and Convention Bureau in any litigious or other proceedings, they shall be admissible, valid and binding between the parties in the same way, in the same conditions and with the same probative force as any document drawn up, received or stored in writing.

11-Photographic images

The photos used in our documentation resources are in no way contractual.

12-Data Protection

In accordance with law n°78 17 of 6 January 1978, relating to data processing, files and freedom known as the “Data Processing and Liberties Law”, this site has been declared to the CNIL, n n°1258819.

In accordance with article 34 of the Data Processing and Liberties Law, you are entitled to consult, change, rectify and delete any data which relates to you. To exercise this right, please contact : Office de Tourisme et des Congrès de Marseille, 11, La Canebière 13001 MARSEILLE.

The information that you provide when booking will not be transmitted to any third party other than the providers whose services you have booked. This information will be treated as confidential by the Marseille Tourist Office and Convention Bureau and its suppliers. It will be used internally, by the Marseille Tourist Office and Convention Bureau and its suppliers only, for the purposes of processing your booking and improving and personalizing our communication and the services we offer to our clients

13-Safeguarding your personal and banking details

We are committed to protecting your personal information and bank details using Quick SSL encryption software (created and operated by GeoTrust , www.geotrust.com). Quick SSL is one of the best software applications for secure commercial transactions currently available. It encrypts all your personal information, including the number, name and address associated with the credit card to prevent them from being read when sent over the Internet.

Any invoice which is unpaid due to fraudulent use of a credit or debit card shall lead to the details related to the booking made by the user who is

responsible for this nonpayment being listed on a payment irregularities file managed by the insurance company and for which they are responsible.

14-Dispute settlement

All technical documents, products, drawings and photographs given to buyers remain the exclusive property of the Tourist Office, which is the sole owner of the intellectual property rights on these documents, and must be returned to it at its request.

Customer purchasers undertake not to make any use of these documents that might infringe the supplier's industrial or intellectual property rights and undertake not to disclose them to any third party.

15 - Personal data protection

15.1. Data collected

Within the framework of its activity of selling Tourist Stays and Services, the Seller implements and operates the processing of personal data relating to Customers and Beneficiaries.

In this respect, the Tourist Office collects the following personal data:

- Data relating to identity: title, surname, first names, address, telephone number (landline and/or mobile), fax number, e-mail addresses, date of birth, internal processing code allowing the identification of the Customer;

- Data relating to the means of payment: postal or bank identity statement, cheque number, bank card number, expiry date of the bank card;

- Data relating to the transaction such as the transaction number, details of the purchase, subscription, good or service subscribed to;

- The family, economic and financial situation: married life, number of people in the household, number and age of the child(ren) in the household, profession, field of activity, socio-professional category, presence of pets;

- Data relating to the follow-up of the commercial relationship: requests for documentation, trial requests, product purchased, service or subscription subscribed to, quantity, amount, frequency, delivery address, history of purchases and services, product returns, origin of the sale (vendor, representative, partner, affiliate) or order, correspondence with the customer and after-sales service, exchanges and comments from customers and prospects, person(s) in charge of the customer relationship

- Data relating to the payment of invoices: terms of payment, discounts granted, receipts, balances and outstanding payments;

- Data relating to the selection of persons to carry out loyalty-building, canvassing, surveys, product testing and promotional activities;

- Data relating to the organization and processing of competitions, lotteries and any promotional operation such as the date of participation, the answers given to competitions and the nature of the prizes offered;
- Data relating to the contributions of persons who post opinions on products, services or content, in particular their pseudonym.

The collection of this personal data is essential for the execution of the contract and in the event of refusal to communicate it, the Customer will be exposed to difficulties in the execution of the service which will not give rise to any liability on the part of the Tourist Office.

This personal data is collected for the sole purpose of managing the Vendor's Customers in the context of the conclusion of the contract and its execution, on the basis of the Customer's consent. It is only used for the purposes to which the Customer has consented.

More specifically, the purposes are as follows:

- Management of contracts, orders, deliveries and invoices, accounting and in particular management of customer accounts and monitoring of the relationship
- Processing of operations relating to customer management
- Prospecting operations (management of technical prospecting operations for standardization, enrichment and deduplication of data),

- Selection of persons to carry out loyalty, prospecting, survey, product testing and promotional actions,
- Development of commercial statistics
- Development of customer knowledge.

15.3. Persons authorized to access the data

The persons authorized to access the data collected within the Tourist Office are the following: the employees of the Tourist Office and its partners involved in the services requested by the Customer, and where applicable, the subcontracted service providers of the Tourist Office participating in the provision and/or administration of the services and being required to intervene in this respect in the processing, it being specified that in such a case, whether it is a question of partners or subcontractors, this is carried out in accordance with the regulations in force.

15.4. Retention of data

The personal data collected is kept for the legal retention period relating to the purpose of the processing and for a maximum of 5 years.

Personal data relating to the Customer's bank card is kept only for the time necessary to complete the transaction.

Personal data relating to a prospect who does not conclude a reservation contract with the Tourist Office is kept for a period of 6 months from the date of its collection

The personal data necessary for the dispatch of the newsletter are kept for as long as the customer does not unsubscribe.

The Tourist Office implements organizational, technical, software and physical digital security measures to protect personal data against alteration, destruction and unauthorized access. However, it should be noted that the Internet is not a completely secure environment and the Tourist Office cannot guarantee the security of the transmission or storage of information on the Internet.

The occurrence of an unpaid order due to fraudulent use of a bank card will result in the registration of the details relating to the order of the user who is at the origin of this unpaid order in a payment incident file set up by the insurer and placed under its responsibility.

The Tourist Office has formalized the rights and obligations of Clients and Beneficiaries with regard to the processing of their personal data in a document called the Privacy Policy or RGPD, which can be accessed at the following address: <http://www.marseille-congres.com/fr/mentions-legales>

and on request from the Tourist Office.

15.5. Rights of the owner of the data collected

In accordance with the applicable regulations on personal data, each user has the right to question, access, modify, oppose and rectify, for legitimate reasons, the collection and processing of his/her personal data. It is possible to request that this data be rectified, completed, clarified, updated or deleted.

These rights may be exercised by writing a signed letter to the Data Protection Officer, H  l  ne COCHET HACHE, at the following e-mail address: rgpd@marseille-tourisme.com, enclosing a copy of your identity card with your request.

At any time, the Customer may lodge a complaint with the CNIL according to the procedures indicated on its website (<https://www.cnil.fr>).

15.6. Modification of the clause

The Tourist Office reserves the right to make any changes to this clause on the protection of personal data at any time. If a change is made to this data protection clause, the Tourist Office undertakes to publish the new version on its website, and will also inform users of the change by e-mail at least 15 days before the effective date.

16 - Disputes

In the event of a dispute, the General Conditions of Sale are subject to French law. Any dispute relating to their interpretation and/or execution shall be referred to the French Courts.