

GENERAL CONDITIONS OF SALE – BOOKING CENTRE



CONTACT

Lyon Tourisme & Congrès
Place Bellecour BP 2254 - 69214 LYON CEDEX 02 France
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Article 1 : General Provisions

In the framework of the law of 13 July 1992, authorized Tourist Offices can book and sell all types of services, leisure activities and accommodation of general interest as part of their services. They facilitate the procedure for the general public by offering a choice of services. The Tourist Offices are local tourist bodies placed at the disposal of service providers who are not part of them but who have concluded an agency agreement with them. In this framework the Tourist Office wishes to be able to sell, via the Internet, various services reserved for private individuals, on an individual basis, the said services to be governed by these general conditions of sale.

Only Users who have read the General Conditions of Sale in full and have accepted them by checking the box or clicking on the dedicated hyperlink may place an order for Services. Without this acceptance, it is technically impossible to continue with the order process. The specific terms and conditions of the Partners indicated in the service description and on the booking confirmation also apply to the offer, under the same terms and conditions as the General Conditions of Sale. The act of purchasing and/or booking implies acceptance of the Partners' specific terms and conditions.

The User should be at least 18 years of age and possess the legal authority to enter into this agreement and to use this web site in accordance with all terms and conditions. Except in cases of fraud, when it can be proven, the user agrees to be financially responsible for all use of this web site, notably the use of the web site under your user name and password. He/she also guarantees the accuracy of their information that they provide on the website. Any use of website which would be fraudulent or considered to be fraudulent, which contravenes these present Terms and Conditions will mean that the User will be refused access to the services offered by our partners and other functions of the website.

Article 2 – Responsibility

The Tourist Office offering services to a customer is the sole contact for the latter and answers to him/her for the performance of the ordered services and the respect of the obligations stemming from these conditions of sale. The Tourist Office cannot be held responsible for the total or partial non-performance of the ordered services or the total or partial non-respect of the obligations stipulated in these general conditions of sale, in the case of fortuitous event, force majeure, bad performance or faults committed by the customer or unexpected and uncontrollable actions by a party not involved in the provision of the services.

Article 3 – Conclusion of the contract

customer, of these general conditions of sale, which are displayed and can be consulted on the pages of Lyon Tourisme & Congrès.

Lyon Tourisme & Congrès makes information available on the Website to help visitors find what they are seeking. The descriptions and photographs of the services given on the Website are solely designed to give an idea of the chosen service provider and are only provided for information and to give some insight into the category and level of standing of a service. If the customer does not consider that he/she is sufficiently informed on the characteristics of the services that he/she wishes to order, he/she can, before placing any order, request further information on these services from the Tourist Office.

By placing an order, the customer implicitly acknowledges to have obtained all desired information on the nature and characteristics of the ordered services.

The service contract becomes firm and definitive when the customer has validated his/her booking page on the Website where the recap of the ordered services appears. Until these conditions are fulfilled, the service contract shall not be considered to be concluded and the Tourist Office shall, in no way, be bound to perform the ordered services.

4 – Written Confirmation

The Tourist Office undertakes to confirm to the customer, by e-mail or, failing this, in written paper format, at the latest before the start of the ordered services, the conditions and terms for exercising the right to retract from which the customer benefits, the address to which the customer can present his/her complaints and the conditions relating to the commercial guarantees from which the customer benefits. The said confirmation is made by forwarding these General Conditions of Sale that contain all these details.

Article 5 – No right to retract

The legal provisions relating to remote selling provided for in the Consumer Code specify that the right to retract is not applicable to tourist services (article L 121-20-4 of the Consumer Code). Consequently, for any order for the provision of a service made with the Greater Lyon Convention and Tourist Office, you do not benefit from the right to retract
Lyon Tourisme et Congrès (The Greater Lyon Convention and Tourist Office) Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France – Tél. 33 (0)4 72 77 69 69
Fax 33 (0)4 72 77 62 47 – E-mail. reservation@lyon-france.com

Article 6 – Price - Payment

Unless otherwise indicated on LYONRESA, the prices given on the Greater Lyon Tourist and Convention Office Website are in Euros, include VAT and do not include booking, delivery or issue costs.. **The payments made on the Website shall be by credit/debit card (Carte Bleu, Visa and Eurocard/Mastercard are accepted) through the intermediary of a secure payment system. Order with obligation to pay.** The prices correspond to the stipulated services as they have been described. Lyon Tourisme & Congrès reserves the right to modify, at any time, the price of its services in agreement with the service provider. In the case of modification, the price applied shall be the price in force on the date of validation of the "Shopping Basket" page. Prices shown on Visiter Lyon website can be changed at any time without prior notice, however such modifications will not apply to previously made and accepted reservations, except if these modifications take effect more than 30 days before the planned date.

The booking confirmation corresponding to the ordered services shall be sent by e-mail or, failing this, in written paper format Lyon Tourisme et Congrès (The Greater Lyon Convention and Tourist Office) Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France
Tél. 33 (0)4 72 77 69 69 – Fax 33 (0)4 72 77 62 47 – E-mail. reservation@lyon-france.com.

When making a reservation or booking, the client is in direct contact with the secured payment system of Greater Lyon Tourist and Convention Office, which guarantees the confidentiality of all information provided. The secure payment system validates the bank card used for the transaction before granting the authorisation of payment and it will automatically confirm the acceptance/decline.

Article 7 – Conditions concerning the performance of the services

The duration of each service is specified on Visiter Lyon Website. Taking into account that this is fixed, it shall not, in any circumstances, be extended beyond the expiry date of the service. For the correct performance of certain services, the customer must show up on the specified day at the indicated times or directly contact the service provider. **All bookings and reservations are final (however cancellations can sometimes be possible, see relevant terms and conditions in article 9).** The current Terms and Conditions are valid up until and including 01/10/2014. This edition cancels and replaces previous versions..

7-1. Products & Tourist Services and packages

The hours and schedules indicated should be respected in order to guarantee the smooth running of the tourist service. In the event where the client is late, without him/her informing the service provider of their arrival time, the reservation will only remain valid if the tourist provider accepts it out of a gesture of goodwill. In cases where the tourist provider is not at liberty to wait for clients and the activity is missed due to the client lateness, another date may be offered to the client. If no other possible date can be made, the client is solely held responsible for being late and will be charged the full amount of the service.

There may be instances when certain activities proposed by the providers and stated in the description on the Website are cancelled, notably in reason of weather conditions, events beyond their control, services/ events outside of the high tourist season or if there is an insufficient number of participants in order for a particular activity to take place. cancellation of any type of activity in reason of an unforeseen event or in case of actions by a contractual third party the client will not in any situation receive compensation from the Lyon Tourisme & Congrès.

7-2 Ticket office

Tickets ordered are not sent by mail except in specific cases from certain tourist providers. In this event it is clearly stipulated in the product description and on the delivery and reservation notice that will accompany the dispatched ticket(s) to the delivery address provided by the User at the time of his/her order. The delivery time indicated when tickets are ordered are the average times corresponding to the processing and the delivery time for France's metropolitan area or abroad.

If ticket delivery is not possible due to an error made by the user concerning their personal information, or failure to indicate any special delivery requirements (door entry code, etc) the tourist providers concerned nor Lyon Tourisme & Congrès will be held responsible..

7-3. Lyon Tourisme et Congrès's Products

Upon purchase of a Lyon City Card and any other Lyon City Card events or with discount, free admission to tourist sites and guided tours with these 3 passes are subject to availability..

The Lyon City Card Card can be sent you with the mailing fees by parcel post national and international level or be removed at the Desk of tourist Office Lyon Tourisme & Congrès, Place Bellecour 69002 Lyon.

In terms of the guided tours and visits, unless otherwise stated except by Tourist Office, the meeting point is situated at the reception of the Tourist Office- Place Bellecour 69002 Lyon. If this is not the case, the meeting point is to be clearly indicated on the description of the guided tour/visit..

Visits and tours proposed all depend on days and opening hours of the different monuments, museums and other establishments. In unforeseen and unplanned closures, the Tourist Office will be in no case be held responsible for activities/events/visits that were unable to take place, and this closure will be considered as a fortuitous event.

In the event of a cancellation made by the Tourist Office, it is our obligation to use all reasonable endeavors to notify client before the beginning of the service/event. The client will then be refunded and without penalty of the sum already paid. However, these provisions do not apply when the client is offered another guided visit/tour offered/proposed by the Tourist Office..

Article 8 - Vouchers

On validation of the booking, in the conditions fixed under article 3 of these general conditions of sale, the customer will receive by e-mail or in a written paper format (Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France - Tel. 33 (0)4 72 77 69 69 - E-mail: reservation@visiterlyon.com booking confirmation that the customer must pass on to the relevant service providers.

These booking confirmations can, however, depending on the time between the booking date and the date of stay, be directly handed over to the customer on his/her arrival at the Tourist Office or, failing this, the customer shall be able to provide his/her booking number indicated on the booking confirmation and show his/her passport to the service provider..

Article 9 - Cancellation / modification by the customer

All requests for cancellation must clearly indicate the booking number, and the name and other relevant personal particulars of the persons concerned by the cancellation. The cancellation by the customer of part of the ordered service is considered to be a partial cancellation. **All requests of cancellation can only be accepted following a formally written letter posted and sent to Lyon Tourisme et Congrès and not to the tourist providers/companies themselves.**

In the case of cancellation by e-mail or fax, it is essential to forward to the Tourist Office the acknowledgement of receipt as proof of sending and the booking cancellation declaration (email : reservation@visiterlyon.com – Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France). In addition when you make a modification of a reservation The cancellation of a booking made though the Website must be declared when the Lyon Tourist Office is open (opening hours and days: daily from 9 a.m. to 6 p.m. except 25/12, 1/1 and 01/05. it is your responsibility to ensure that this modification does not have any repercussion on any other product or service that you have bought.

9-1. For accommodation Booking "Guaranteed by Customer" and "Credit card will be charged upon reservation – Prepaid"

In the case of total or partial cancellation by the customer, the Tourist Office shall apply penalties as of right to the customer in the conditions fixed hereinafter.

If the total or partial cancellation is made at least 72 hours before the start of the service (the time taken into account is fixed at 12 noon on the planned day of arrival), no penalty shall be applied and the customer shall not be invoiced for any amount. Except for some establishments with policy might be different, as stipulated on their internet form and confirmation sheet.

* If the total or partial cancellation is made less than 72 hours before the start of the service, a penalty of 100% shall be invoiced to the customer. The same shall apply if the customer, although he/she has not cancelled all or part of the ordered services, does not show up for the performance of these..

* In cases where a last-minute booking is made (less than 48 hours before the arrival date). All cancellations will automatically incur the full payment of the service's price a penalty of 100% shall be invoiced to the customer.

* In cases where the guest doesn't cancel their booking or fails to show up, he/she will have to pay a penalty of 100% shall be invoiced to the customer ("No Show" penalty charge).

If no specific provisions are mentioned on the website prior to booking, any change (change of departure or return date, times, etc.) or any cancellation by the User shall, with the exception of cases of force majeure and unless the Service Provider in question agrees otherwise, result in the payment of penalties equivalent to 100% of the price of the service..

9-2 For purchase of any types of Lyon City Card and/or any other Lyon City Card events or with discount "Credit card will be charged upon reservation – Prepaid"

In the event of total or partial cancellation by the client, the Tourist Office has the right to incur penalties and fines to the client, according to the following conditions: Lyon City Card cannot be changed, cancelled or refunded. Any cancellation, change or exchange made by the client incurs the full payment of the service.

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9-3. For any types of bookings and reservations

The cancellation conditions apply to all the tourist services/events on sale from the booking central, except in certain cases where certain stipulations are made in the company and product description upon the booking reservation.

Furthermore, in the event of reissue/reschedule of a ticket or of a new reservation following a cancellation or a modification made by the client, please be aware that the price of the new booking or ticket can be more than the first ticket or reservation.

Article 10 – Events beyond our control

The event providers reserve the right to cancel all bookings and change the date of reservations due to these unfortunate events beyond their control.

Such instances can include transport strikes, industrial disputes involving third parties, weather conditions (extreme bad and unusual weather conditions, storms, floods etc.) closures of establishments and geographic areas.

In the event where the tourist provider has to cancel the service before the client has been able to start the activity, another date may well be offered

Article 11 – Disputes / Complaints

Any complaint relating to a hotel must be sent within 10 days of the date of performance of the service by registered letter with request for acknowledgement of receipt to the Tourist Office at the following address:

Lyon Tourisme et Congrès - Place Bellecour - BP 2254 - 69214 LYON CEDEX 02 France – Email : reservation@visiterlyon.com.

Failing this, the complaint shall not be taken into account by the Tourist Office.

In the case of complaint, the parties shall endeavour to find a friendly solution. In the case of dispute, the General Conditions are governed by French law. Any dispute relating to their interpretation and/or respect fall within the jurisdiction of French Courts of Law.

Article 12 – Personal data

A declaration has been made to the CNIL (National Commission for Information Technology and Civil Liberties) for the Websites of The Greater Lyon Tourist and Convention Office. The customer has the right to access, modify, rectify and remove data concerning him/her. To exercise this right, the customer must just contact **Lyon Tourisme et Congrès - Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France – Email : reservation@visiterlyon.com**. (www.geotrust.com). Quick SSL is, at the present time, one of the best programmes on the market for secure commercial transactions. It encodes all the customer's personal particulars, including the number, name and address linked to the credit card in order to prevent these from being read when they are transmitted over the Internet. **The information communicated by the user on Visiter Lyon makes it possible to process and execute his/her orders.**

In accordance with article 32 of the Data Protection Law of 6 January 1978, modified by law 204-801 of 6 August 2004, the information essential for processing and executing the orders is indicated by an asterisk on the Website's pages.

Replies to the other requests for information are optional and may concern the user's interest in offers that may be sent to him/her and are designed to better know the customer and to improve the services that are offered to him/her.

All our employees, subcontractors and authorised third parties who have access to data or are involved in data processing are required to respect the confidentiality of the personal data of visitors, customers or prospects. Unless stipulated otherwise directly on the data input form, personal information is exclusively collected for internal use by Lyon Tourisme et Congrès and may not be transferred to third parties.¶

The occurrence of a non-payment due to the fraudulent use of a credit/debit card shall lead to the recording of the particulars linked to the order of the user who is at the origin of this non-payment in a payment incident file implemented by the insurer and placed under the latter's responsibility.

Article 13 – Final Provisions

The fact that the Greater Lyon Tourist and Convention Office does not take advantage, at a given time, of one of the provisions of the General Conditions shall not be interpreted as being the abandon by it to subsequently take advantage of one of these provisions.

In the case that one of the provisions of the General Conditions is declared null or without effect, this provision shall be deemed not written without this affecting the validity of the other provisions, unless the provision declared null or without effect is essential and determining.

Any case of force majeure suspends the obligations of these conditions affected by the case of force majeure and exempts from all responsibility the party who should have fulfilled the obligation affected in this way.

The Greater Lyon Tourist and Convention Office, an Association under law 1901

YES, I HAVE READ AND ACCEPT THE "TERMS & CONDITIONS"

DATE

SIGNATURE: