

# GENERAL CONDITIONS OF SALE OF CITY TOUR GRAND ROISSY ESCALES

## **Introduction and background information**

Office de Tourisme Grand Roissy (Grand Roissy Tourism Authority) is a non-profit organisation, registered under SIREN number 450398029, and has been operating for the last 20 years. Its headquarters are located at 6 Allée du verger, 95700 Roissy-en-France.

It is registered in the Travel and Tourism Operators Register under number: IM095120017.

On its website: [www.grand-roissy-tourisme.com](http://www.grand-roissy-tourisme.com) (hereinafter the "Sales Website"), Office de Tourisme Grand Roissy offers a city tour service (hereinafter "City Tour Grand Roissy Escales").

The General Conditions of Sale are laid down hereunder (hereinafter the "General Conditions"). They govern the online sales process, whereby the party responsible for the contractual service is Office de Tourisme Grand Roissy, whose contact details are set out below under the heading "Identification of the parties". The services contracted under these General Conditions shall be delivered via one or more local operators, who shall be required to fulfil their contractual obligations (hereinafter the "Operators").

The User or Customer (hereinafter "the User" or "the Customer") is hereby notified of these General Conditions, which the User must read and understand before engaging in the sales process.

Pursuant to the provisions of these General Conditions, the User is advised that Office de Tourisme Grand Roissy may, at any time and without prior notice, amend the content of these General Conditions as well as any special conditions.

Booking any of the tourist services offered by Office de Tourisme Grand Roissy shall imply unreserved acceptance of the clauses of our General Conditions.

## **Article 1: Identification of the Parties**

The sole party responsible for and owning the contracted service codenamed City Tour Grand Roissy Escales is Office de Tourisme Grand Roissy.

The User is buyer of the tourist products offered on the website (hereinafter "City Tour Grand Roissy Escales"). The User must be above 18 years of age and have the full capacity to enter into legally binding contracts. Otherwise, he/she must be accompanied by at least one person of legal age.

## **Article 2: Subject**

The aim of the General Conditions of Sale is to lay down the legal requirements applicable to the City Tour Grand Roissy Escales online sales process, between Office de Tourisme Grand Roissy and the User (hereinafter “the Services”).

## **Article 3: Product characteristics**

In Office de Tourisme Grand Roissy’s e-commerce environment, the User may buy one or more tickets giving them access to the contracted Services, namely the City Tour Grand Roissy Escales. The User can find a description of each of the tours offered as well as their prices by selecting the product of their choice and clicking on it.

Booking a Grand Roissy Escales City Tour automatically downloads a ticket giving access to services offered by the Operator.

## **Article 4: Online purchase procedure**

The website User must first choose the service he/she wishes to purchase. Thereafter, the total price (depending on the total number and type of passengers) is displayed for the different tours available for sale. Upon acceptance of these General Conditions, the User pays by credit card using the secure payment system available on the site.

Upon confirmation of payment, the ticket order is only ultimately confirmed and binding on Office de Tourisme Grand Roissy upon receipt of the e-mail confirming that the order has been approved. Accordingly, you are requested to check your email inbox. The confirmation e-mail will contain the e-ticket(s) in PDF format as an attachment. It is up to the Customer to print them out on a printer (A4 format), or present them in PDF format on their mobile phone or tablet.

Each passenger must present their e-ticket on board the City Tour Grand Roissy Escales for which they have booked in order to enjoy the services purchased. No other document will be accepted as proof of purchase (bank receipt, email, etc...). Each e-ticket contains key information on the order: Customer’s full names, date and time of tour, type of passenger, ticket price.

Considering that this is a transport service and moreover a tourist service, Article L221-28, 12° of the French Consumer Code shall apply, whereby no withdrawal period is granted to the Customer.

Barring a case of fraud for which the burden of proof lies with the User, the latter is financially responsible for his operations on the site. Responsibility for the truthfulness and accuracy of the information provided on the website at the time of booking equally lies with the User.

In the event of a problem or query, Office de Tourisme Grand Roissy can be contacted via the following channels:

- *Telephone:* (+33) 1 34 29 43 14, from 9:00 am to 12:30 pm and from 1:30 pm to 6:00 pm (on working days); and from 9:00 am to 12:30 pm and from 1:00 pm to 4:30 pm (on Saturdays and Sundays)
- *email:* [office-tourisme@ville-roissy95.fr](mailto:office-tourisme@ville-roissy95.fr)
- *Postal address:* Office de Tourisme Grand Roissy, 6 Allée du Verger - 95700 Roissy-en-France

## **Article 5: Pricing and availability**

The prices displayed on the website are denominated in euros and tax inclusive. The price displayed for the various City Tour Grand Roissy Escales tours is the full final price, including taxes and any other extra costs, as well as, where needed, the applicable discounts and possible surcharges or increases for complementary or special services. For certain stopovers, the extra cost of the chosen service must be paid directly on the spot. Where applicable, the extra fare payable shall be indicated on the various communication materials produced by Office de Tourisme Grand Roissy. No prior quotation can be prepared.

Office de Tourisme Grand Roissy releases information on the various products offered on its website, taking special care to ensure that such information is as up-to-date as possible.

Office de Tourisme Grand Roissy may modify the prices of the City Tour Grand Roissy Escales should it deem it necessary. Consequently, when visiting the websites displaying the prices of Office de Tourisme Grand Roissy's City Tour Grand Roissy Escales, the User must ensure that they match the updated version and not a previous version stored in the internal memory of his/her device.

## **Article 6: Payment method**

Payment may be made by credit card (online) or in cash and holiday vouchers at Office de Tourisme Grand Roissy's various offices:

Office de Tourisme Grand Roissy: 6 Allée du Verger, 95700 Roissy-en-France Bureau d'Information Touristique d'Écouen: 1 Place de l'Eglise, 95440 Écouen

Bureau d'Information Touristique de Luzarches: 15 rue Charles de Gaulle, 95270 Luzarches.

Once the payment is made, the User may request a copy of the contract as well as an invoice or receipt for payments made, specifying the supplier's personal or social and fiscal identity, the latter's postal address, the amount paid, the reason for the payment and the date on which it was made.

## **Article 7: Implementation and duration**

Once the booking process has been completed and payment made, the User shall be entitled to enjoy the Grand Roissy Escales City Tour purchased pursuant to the terms of this Contract. The latter is active as long as both parties have to respect the obligations it commits them to.

This contract deals with services related to leisure activities, for which the period of execution is specified in the e-mail confirming the request.

The hours for receiving reception the general public may vary according to the location. Updated information can be viewed on Office de Tourisme Grand Roissy's website. Where necessary, each participant must arrive several minutes before commencement of the service at the meeting venue specified in the contract. In case a participant is late, the service provider shall proceed with the service at the scheduled time and the service shall be payable without giving rise to any refund.

## **Article 8: Utilisation**

Tickets issued for purchasing a Grand Roissy Escales City Tour must be kept. The User must keep the tickets mentioned and present them to employees of the different places visited in order to be entitled to the free services or discounts obtained by Office de Tourisme Grand Roissy. Once tickets have been issued, they will not be refunded and if lost or stolen, shall not entitle the holder to any replacement or refund. In the event of loss or damage, the service can no longer be used.

Office de Tourisme Grand Roissy shall not be held responsible for any loss or personal damage during the period of the City Tour Grand Roissy Escales. Please keep a close eye on your personal effects.

Tickets issued when booking City Tour Grand Roissy Escales entitle the holder to enjoy the services of this contract for the validity period indicated on the ticket purchased.

Office de Tourisme Grand Roissy reserves the right to change the itinerary or schedule of the City Tour Grand Roissy Escales contracted at any time and without prior notice. The Customer must visit the website where he/she made the purchase to view the contracted services and check whether any changes have been made.

## **Article 9: Cancellation and refund policy**

The e-tickets shall be neither changeable nor refundable. Office de Tourisme Grand Roissy disclaims any liability in the event of loss or theft. The e-tickets shall neither be transferred nor resold. Any fraudulent use of the e-tickets, observed by a Office de Tourisme Grand Roissy agent shall result in immediate and permanent exclusion from the service, without prejudice to any legal proceedings.

In the event of a Customer personally cancelling the service at the Customer's initiative, or interruption during the tour at the Customer's initiative, no refund shall be made. Office de Tourisme Grand Roissy draws the attention of its Customers to the fact that no cancellation insurance is included in the proposed rates (see article 18).

If for reasons beyond its control, particularly for safety reasons, Office de Tourisme Grand Roissy is obliged to modify or cancel one or more tours, it agrees to postpone the initial reservation to another tour, with the Customer's consent, or in the event that this is impossible, to fully refund the Customer for the service.

## **Article 10: Force majeure**

The Customer and Office de Tourisme Grand Roissy shall be entitled to terminate the contract before commencement of the service without paying any cancellation fees where a cancellation or modification is imposed by a force majeure, inter alia the occurrence of a natural disaster, an armed conflict, a labour dispute, an imperative injunction from the public authorities, a transport disruption, an operating accident - i.e. the occurrence of an unforeseeable event, beyond the control of the party concerned, which cannot be overcome despite all efforts to do so.

The party invoking force majeure in connection with the above-mentioned event must promptly notify the other party by all means in a clear, comprehensible and visible manner via a durable communication channel or medium. The parties may consult each other, insofar as possible before commencing the service, to consider in good faith whether the contract should be continued or terminated. The party adversely affected by the non-performance of the obligation prevented by the event in question shall be entitled to cancel the service without prior notice. Pursuant to Article 1218 of the Civil Code, no damages or interest shall be payable.

## **Article 11: Personal data protection and payment security**

Pursuant to the applicable laws on data protection, all personal data provided during the use of the website shall be treated in accordance with the provisions of our Privacy Policy, which every User shall read and accept when visiting our website.

Office de Tourisme Grand Roissy has assigned the management of its payment system to the "Stripe" platform. Credit card data shall be encrypted and never transmitted in clear text over the network. Moreover, they shall only be kept when processing the order. At no time whatsoever shall Office de Tourisme Grand Roissy have access to this data.

Your personal information and data are necessary to manage your order and our business interactions: sending newsletters, promotions and offers, or for quality surveys (via e-mail, SMS messages, telephone calls and postal mail). This information and data shall also be kept for security purposes, to comply with legal and regulatory obligations and to enable us to improve and personalise the services we offer you and the information we send to you.

You can unsubscribe at any time by emailing [office-tourisme@ville-roissy95.fr](mailto:office-tourisme@ville-roissy95.fr), or sending a postal mail to Office de Tourisme Grand Roissy, 6 Allée du Verger, 95700 Roissy-en-France, providing proof of your identity.

Pursuant to the GDPR, you have a right to access, rectify, update, portability and delete your personal data, which you may exercise directly by contacting the data controller at Office de Tourisme Grand Roissy and by sending emailing the data controller at [office-tourisme@ville-roissy95.fr](mailto:office-tourisme@ville-roissy95.fr).

Unless you notify us to the contrary in connection with a limitation or objection to the processing of your personal data, we reserve the right to use this information to send you the various documents mentioned above.

You shall also have the right to lodge a complaint with the CNIL (French Data Protection Authority).

## **Article 12: Intellectual and industrial property rights**

All intellectual and industrial property rights or rights of a similar nature used or incorporated into the Service shall be the property of or licensed to Office de Tourisme Grand Roissy or Operators.

Any reproduction, distribution, public communication, publication or transformation of the Products shall be strictly prohibited. However, partial reproduction for strictly private purposes shall be tolerated. It shall also be prohibited to resell products or use the site for commercial purposes without Office de Tourisme Grand Roissy's express written consent.

## **Article 13: Responsibilities**

Office de Tourisme Grand Roissy shall be the Customer's sole contact person and shall be responsible towards the Customer for delivering the services ordered and fulfilling the obligations arising from these Special Conditions of Sale. It shall be fully responsible for delivering the services outlined in the contract, whether such services are delivered by itself or by other service providers. It shall also be required to provide assistance to the Customer in difficulty under the terms of Article R221-10 (useful information on health services, local authorities and consular assistance, to make long-distance communications and to find other travel services).

Office de Tourisme Grand Roissy shall not be held liable for booking errors ascribable to the Customer or caused by exceptional and unavoidable circumstances, for the total or partial non-performance of the services ordered in case of force majeure as defined in Article 11 of these General Conditions, for the act of a third party, for the poor performance of its obligations by the Customer, or in the event of the latter's fault.

The Customer shall promptly notify Office de Tourisme Grand Roissy in view of the circumstances of the case, of any non-conformity noted during performance of a travel service included in the contract.

Office de Tourisme Grand Roissy disclaims any liability that may arise from improper use of its website and the online purchase procedure by Users. In the same vein, Office de Tourisme Grand Roissy disclaims any liability for any damage caused by third parties and not ascribable to Office de Tourisme Grand Roissy.

Office de Tourisme Grand Roissy shall not be held liable, in any circumstance whatsoever, for any interruption of the Services, delays, errors, malfunctioning of the Services and, generally, any other inconveniences arising from causes beyond its control and/or due to a faulty action by the User, and/or caused by a force majeure or fortuitous event.

Indeed, it is recommended that the User make a stopover of at least 8 hours in the area in order to enjoy the City Tour Grand Roissy Escales services. Office de Tourisme Grand Roissy shall, in no circumstance whatsoever, be held liable if the Customer misses a flight.

With regard to links or hyperlinks outside Office de Tourisme Grand Roissy, those whose connection appears display this data for information purposes only. Office de Tourisme Grand Roissy has no control over them and is therefore not responsible for the information they contain.

Passengers shall be responsible for any damage to the vehicle caused by them. In this case, the Customer agrees to repay the cost of repairing the vehicle on presentation of the related invoice.

#### **Article 14: Safety measures**

Wearing a seatbelt in duly equipped vehicles shall be mandatory for all passengers.

It shall be strictly forbidden: to move around, to talk to the driver while the bus is in motion, to smoke, to eat and to consume alcohol on board.

Parents, for the safety of your children, please ensure that the above instructions are respected.

#### **Article 15: On-board access**

Access to the Grand Roissy Escales City Tour shall be exclusively on presentation of the e-ticket sent via this website and printed on A4 paper or readable in PDF format on a smartphone or tablet. An identity document or any other proof of identity may be requested in order to verify the award of a discount. No child under 18 years of age shall be allowed on board without being accompanied by an adult, even if they are in possession of a paying ticket.

E-tickets must be kept throughout the visit and presented to Office de Tourisme Grand Roissy staff when boarding the bus or at their request.

#### **Article 16: Contract validity**

Should any of the clauses of these General Terms and Conditions be considered null and void, this shall not affect the other clauses, which shall remain in force.

#### **Article 17: Insurance**

When booking a tour, Office de Tourisme Grand Roissy shall not suggest that you take out comprehensive or cancellation insurance. We therefore request you to check that you have such cover with the insurer of your choice, which you should contact directly in the event of a claim, in order to initiate the appropriate procedure.

## **Article 18: Contract transfer**

Pursuant to Articles L211-11 and R211-7 of the French Tourism Code, the Customer may, as long as the contract has not produced any effect, at the latest 7 days prior to commencement of the service and by any means allowing acknowledgement of receipt, notify Office de Tourisme Grand Roissy of the transfer of the contract to another person who fulfils all the requirements applicable to this contract and who meets the same requirements as the initial Customer for the service to be performed.

In case of transfer, the Customer and the transferee shall be jointly and severally liable for payment of the balance of the price as well as any fees, charges or other extra costs incurred as a result of such transfer. Office de Tourisme Grand Roissy shall notify the Customer of the actual costs of the transfer, which must not be unreasonable or exceed the cost actually borne by Office de Tourisme Grand Roissy as a result of transferring the contract.

## **Article 19: Governing law and competent court**

These General Conditions shall be governed by French law.

Should any dispute arise over this agreement, both parties agree to seek an amicable settlement. However, failing to reach an amicable settlement within 60 days or if the response received is not satisfactory, the Customer, be it a natural person or non-professional individual, may refer the matter to the Tourism and Travel Ombudsman ([www.mtv.travel](http://www.mtv.travel)). The Customer may use the platform available on the website <https://webgate.ec.europa.eu/odr> to settle the dispute.

Any dispute that cannot be settled amicably shall be dealt with exclusively by the Court of Justice of Pontoise in the case of a legal entity, and in the case of a natural person, the matter shall be referred to the competent court under Article L141-5 of the French Consumer Code.