

## General Conditions of Sale

Office de Tourisme de Cassis  
 Quai des Moulins 13260 Cassis France  
 Tel: 0033 (0)4 28 01 01 03 & 0033 (0)4 42 01 35 06  
 E.P.I.C. registered with the S.I.R.E.T. under No. 431 967 256 000 22  
 A.P.E. Code: 7990Z  
 Registered with the Register of Travel and Holiday Operators under No. IM013120017  
 Individual VAT identification number: FR16 431 967 256  
 Financial guarantee provider: APST

All bookings of tourism products made through Cassis Tourist Office imply acceptance of the present conditions of sale, which take precedence over all other general or specific conditions. Cassis Tourist Office is listed in the Register of Travel and Holiday Operators under No. IM013120017 and is covered by third party liability insurance (Contract 56648346 with Generali Iard) for personal injury and material or immaterial damage.

### 1 - GENERAL PROVISIONS

The present general booking conditions are governed by French law, in particular by the provisions of the French Tourism Code and the French Consumer Code.

### 2 - THE CONTRACT

Any order for one or more services offered by the Cassis Tourist Office implies the customer's full and unconditional acceptance of these General Conditions of Sale, which are available for consultation at the Cassis Tourist Office and on its websites: [www.ot-cassis.com](http://www.ot-cassis.com) and <https://reservation.ot-cassis.com>. The Tourist Office sells various tourism products for individual visitors via its website, at its reception desk or by phone. These tourism products are subject to the present conditions of sale. Tourism products may be ordered solely by users who have previously read and accepted the conditions of sale in their entirety. Without such acceptance, it is technically impossible to proceed with the placement of an order. Users must be at least eighteen (18) years of age and be legally capable of signing a contract and using this website in accordance with the general conditions. Except in cases of fraud, for which the client bears the burden of proof, the client is financially responsible for the formalities completed by them on the website, in particular the use made of their user name and password. Clients must also guarantee the truthfulness and accuracy of the personal information provided via the website. Any fraudulent use of the website or use deemed to be fraudulent in contravention of the present general conditions will provide sufficient grounds for preventing the user from accessing the tourism products offered by partners and other functions on the website, at any time. The Customer declares that they have read and accepted these General Conditions of Sale prior to making an immediate purchase or placing an order.

### 3 - LIABILITY

Cassis Tourist Office, which offers tourism products to its clients, is the clients' sole contact and is responsible towards them for compliance with its obligations under the present conditions of sale. Cassis Tourist Office shall not be held responsible for the total or partial non-provision of the tourism products ordered or the total or partial non-compliance with the obligations set out in the present conditions of sale in the case of fortuitous events, Acts of God, poor performance or faults committed by the client or by any person outside the organization and not involved in the provision of the tourism product. Cassis Tourist Office programs depend on the opening days and times of the various tourism product providers. In the case of an unexpected closure, Cassis Tourist Office shall not be held responsible for the cancellation of a programme for reasons outside its control.

### 4 - BOOKINGS

The present conditions of sale apply to all bookings made through the Cassis Tourist Office booking service:

- via the websites, [www.ot-cassis.com](http://www.ot-cassis.com) or <https://reservation.ot-cassis.com>
- by phone to Cassis Tourist Office
- at the reception desk, through one of the holiday consultants.

Bookings are considered to be firm and final as of their confirmation in the form of a booking number sent out by email or, failing this, by post no later than the starting date of the tourism products ordered. If a client deems that they have not received adequate information about the characteristics of the tourism products they wish to order, they can ask Cassis Tourist Office for further details about the tourism products before placing an order. By placing an order, clients acknowledge implicitly that they have obtained all necessary information on the nature or characteristics of the tourism product being ordered. Cassis Tourist Office reserves the right to refuse a booking if the accredited official agencies would not validate the payment method.

### 5 - RIGHT OF WITHDRAWAL

In accordance with Articles L.221-18 et seq. of the French Consumer Code, the consumer is generally entitled to a right of withdrawal in the case of distance sales. However, pursuant to Article L.221-28, 12° of the Consumer Code, the right of withdrawal does not apply to tourist services provided on a specific date or during a specific period. Accordingly, for any order of a dated tourist service placed with the Cassis Tourist Office, the Customer is not entitled to any right of withdrawal. By way of exception to the above, undated gift vouchers sold at a distance and not linked to a service on a specific date or during a specific period allow the Customer to benefit from a fourteen (14) day right of withdrawal, in accordance with applicable legal provisions. The withdrawal period begins on the date of purchase of the gift voucher.

### 6 - PRICES

Unless otherwise indicated, the prices of the tourism products offered by Cassis Tourist Office are given in Euros and are inclusive of VAT. Additional local taxes are payable on site (e.g. holiday tax etc.) by the client. Cassis Tourist Office and each tourism product provider reserve the right to change the price of their tourism products at any time. Any tourism product not included in a forfait must be paid on site. Unless previously agreed with Cassis Tourist Office, clients cannot alter the holiday package. The costs of unaccepted changes shall be entirely payable by the client.

### 7 - HOLIDAY PACKAGE

For all tourism products, the confirmation email is considered as an invoice and voucher, which clients should print and keep. It will be requested when you reach your holiday destination or receive the tourism product booked. Each tourism product shall last for the period stipulated on Cassis Tourist Office's central booking office website. Given the specified duration, it cannot be extended beyond its final date. For certain tourism products, clients must arrive on the specified day and at the specified time. If they are unable to do so, they must contact the tourism product provider directly. All bookings are firm and final (cancellation is, however, possible in certain cases: see below).

#### 7.1 Holidays (accommodation)

After making a booking, clients are strongly advised to let the accommodation provider know their arrival time. We would remind you that certain accommodation providers do not make provision for arrival at night. Clients should therefore make the necessary arrangements.

#### 7.2 Tourist activities, packages and ticketing

Times indicated should be complied with, to ensure that the activity proceeds as planned. Clients who arrive at the meeting point late or outside agreed times will not be refunded. Occasionally, certain activities offered by tourism product providers and indicated in the description on the Cassis Tourist Office central booking office website are cancelled, notably for reasons relating to the weather, Acts of God, dates outside the peak tourist season or if the number of participants required for the activity has not been reached. The cancellation of an activity as a result of an Act of God or the behaviour of a third party to the contract shall not, under any circumstances, lead to the payment of compensation to clients by Cassis Tourist Office.

#### 7.3 Gift vouchers

The terms of use and validity period of the gift voucher are detailed on the personalised exchange voucher provided to the Customer. The Customer is advised to book in advance to ensure the availability of the service. The gift voucher must be presented to the service provider.

#### 7.4 Electronic tickets with QR code

Tickets are issued in electronic or printed form and include a unique QR code, which will be checked at the entrance to the show or service. It is the Customer's responsibility to ensure the QR code is legible and to retain the ticket until the end of the show or service. Each ticket is valid for a single entry only. Any copying, reproduction or sharing of the QR code is prohibited and may result in refusal of access without refund.

Any ticket whose QR code has already been scanned will be considered invalid. In the event of a dispute, only the first ticket presented will be deemed valid.

### 8 - PAYMENT

The total amount of the purchase must be paid in full by the Customer at the time of booking.

Payment may be made by credit card on the Cassis Tourist Office websites, and in cash, bank cheque (for France only), holiday vouchers (Chèques-Vacances), or by credit card at the premises of the Cassis Tourist Office.

### 9 - UNAVAILABILITY

#### 9.1 On the part of the accommodation provider

In the unlikely event that the accommodation booked is not available, the accommodation provider shall find the client overnight accommodation in another hotel of equal or higher standing, in one or more rooms equivalent to the number booked and at a cost equal to or greater than the accommodation booked, at no extra cost to the client.

#### 9.2 On the part of the tourism product provider (other than accommodation providers) or Cassis Tourist Office

In the unlikely event that the activity booked is no longer available, the tourism product provider shall offer the client an opportunity to postpone the activity to another date or shall guarantee a refund of the sums paid in their entirety. In the case of an Act of God (event outside the parties' control that is unforeseeable or insurmountable), any activity may be cancelled by the tourism product provider. In this case, the tourism product provider must inform the client and offer to postpone the activity to another date. Offers made by Cassis Tourist Office central booking office shall be valid depending on availability of tourism product providers and accommodation providers. The unavailability of the tourism product booked shall not, under any circumstances, entitle clients to compensation or reparation from Cassis Tourist Office.

### 10 - CHANGES TO BOOKINGS

Clients cannot alter bookings made through Cassis Tourist Office unless the Tourist Office is informed of such change by one of the following methods:

- Email: [res@ot-cassis.com](mailto:res@ot-cassis.com)
- Letter: Office de Tourisme – Quai des Moulins – F-13260 CASSIS

A change to a booking cannot, under any circumstances, contravene or fail to comply with the cancellation conditions set out in point 11.

## 11 - CANCELLATIONS

### 11.1 For accommodation bookings and unless otherwise stated by the accommodation provider when the booking is made:

In the case of total or partial cancellation up to eight (8) days before the date of arrival (the time used in the calculation is midday on the scheduled date of arrival), the Tourist Office will not charge any costs.

In the case of total or partial cancellation less than eight (8) days before the date of arrival, the Tourist Office will charge the total cost of the first night's booking.

In the case of a no-show, the Tourist Office will charge the full cost of the booking.

### 11.2 For bookings of tourist activities:

Cancellation is free of charge up to eight (8) days before the date of the service.

After this period, cancellation is not possible unless specifically agreed. Only a modification made at least forty-eight (48) hours before the scheduled start time of the activity for an equivalent service may be accepted, subject to the agreement of the activity provider.

### 11.3 Ticketing and gift voucher bookings

Cancellation is not possible. These services are non-cancellable and non-refundable.

Any cancellation by the Customer of a booking made with the Cassis Tourist Office must be notified to the latter by one of the following means:

- Email: [res@ot-cassis.com](mailto:res@ot-cassis.com)

- Letter: Office de Tourisme – Quai des Moulins – F-13260 CASSIS

## 12 - CANCELLATIONS BY THE TOURIST OFFICE OR THE SERVICE PROVIDER

If the Cassis Tourist Office or the organising service provider cancels a tourism product before the starting date, it must inform the client in writing. Without prejudice to any legal redress for damages potentially suffered, the sums already paid will be refunded immediately and in full.

## 13 - EARLY TERMINATION OF THE TOURISM PRODUCT

If the client terminates the tourism product in advance, no refund will be made.

## 14 - SPECIFIC TERMS FOR THE EXECUTION OF SERVICES SUBJECT TO PARTICIPATION OR WEATHER CONSTRAINTS

An inadequate number of participants may be a valid reason for the cancellation of certain types of tourism products. In this case, Cassis Tourist Office will refund the corresponding payments in full. The contract is drawn up for a specific number of people. If the number of people exceeds the visitor capacity intended for the tourism product, the tourism product provider is entitled to refuse additional clients, terminate the contract for the tourism product or request additional payment.

Similarly, certain services are subject to weather conditions. In the event of unfavourable or unforeseeable weather conditions, or conditions likely to compromise the safety of participants or the proper conduct of the activity, the Cassis Tourist Office or the organising service provider reserves the right to cancel, postpone, or modify the service.

In the event of definitive cancellation for this reason, the sums paid will be refunded in full, to the exclusion of any other compensation.

## 15 - PHOTOGRAPHS

The descriptions, videos and photos of tourism products listed by Cassis Tourist Office on its website or in its information media are designed for a purely informative purpose under the responsibility of the tourism product provider. The videos and photographs on the websites or in information media are not legally binding. Even though every effort is made to ensure that photos, drawings, videos and texts used to illustrate the tourism products and providers listed give a representation as accurate as possible of the tourism products available, variations may occur. Clients cannot file any claims on this basis.

## 16 - INTELLECTUAL PROPERTY

The total or partial reproduction of the websites [www.ot-cassis.com](http://www.ot-cassis.com) and <https://reservation.ot-cassis.com> for private use is strictly prohibited. The same applies to texts, comments, books, illustrations and/or images contained in the website, in accordance with French intellectual property law and with current international conventions.

## 17 - PERSONAL DATA

Regulation (EU) 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, otherwise called the General Data Protection Regulation or GDPR, as well as Law No 2018-493 of 20 June 2018 relative to the protection of personal data, set out the legal framework that applies to the processing of data of a personal nature. In the framework of its activity as a seller of Tourist Stays and Services, the Cassis Tourist Office implements and performs processing of data of a personal nature relative to the Customers and Beneficiaries. Pursuant to article 12 of the GDPR, the Cassis Tourist Office has formalized the rights and obligations of the Customers and Beneficiaries with respect to the processing of their data of a personal nature in a document called "terms & conditions", that can be accessed at: <https://www.ot-cassis.com/mentions.html> and on request from the Cassis Tourist Office. For any additional information of a more general nature on the protection of personal data, anyone interested is invited to consult the CNIL (French Data Protection Authority) website: [www.cnil.fr](http://www.cnil.fr). The customers have the right to access, amend, correct and delete data which concerns them. To exercise this right, they can contact the data protection officer of the Tourist Office: Office de Tourisme de Cassis – D.P.O. - Quai des Moulins 13260 Cassis France - [administration@ot-cassis.com](mailto:administration@ot-cassis.com) Any personal data supplied by the client via the website, including the number, name and address associated with a credit card, are used to process and complete orders and are encrypted so that they cannot be read when forwarded over the Internet using the "Paybox" encryption software. Security is guaranteed by the PCI-DSS certification granted to the "Paybox" payment platform, which meets the current security standards laid down by professional agencies such as the GIE cartes bancaires, Visa, MasterCard etc. The information required for the processing and completion of orders is indicated by an asterisk on the pages of the website. Other requests for information of an optional nature, or information on the user's interest in offers that may be sent to them are designed to get a clearer picture of the client and, therefore, improve the relevance of the tourism products offered to them. Data provided by the client when making a booking are not forwarded to any third party other than the provider of the tourism products being booked. This information is considered as confidential. It will be used by the departments within Cassis Tourist Office and by tourism product providers solely to process the booking and strengthen and customize communications with the client and the corresponding offer of tourism products. In accordance with the French data protection act, clients are entitled to access, change, rectify and delete all personal data. This right can be exercised by contacting Cassis Tourist Office.

## 18 - HYPERLINKS

The Cassis Tourist Office shall not be held responsible for the contents of sites published by third parties which a client may consult using the hyperlinks on its websites. Likewise it shall be held harmless for the information and tourism products published by such sites. It is therefore up to the client to take all precautions and protective measures required if using these links, notably against the risk of a computer virus.

## 19 - LITIGATION / CLAIMS

Any claim relating to a tourism product must be made by registered letter with acknowledgement of receipt sent to Cassis Tourist Office within three (3) days of the start of the tourism product. If disagreement persists, the litigation may be submitted to the legal department of ADN Tourisme (federation of institutional tourism organizations), which will make its best efforts to find a mutually-satisfactory solution. Any litigation relating to the application of the present conditions and/or the tourism product shall be brought before the Courts in Marseille and shall be subject to French law.

## 20 - MISCELLANEOUS

If any of the present conditions is not applied at a given moment, this shall not be interpreted as a waiver to its later application. If any of the present conditions is declared null and void, or contrary to a public order provision, it shall be deemed not to have been written and the other stipulations shall remain in effect.