

SPECIAL TERMS AND CONDITIONS FOR THE SALE OF TOURIST PACKAGES AND SERVICES

from the Tourist Office - Caen la mer - Normandy

from 01/08/2024 to 31/07/2026

In compliance with article R211.4 of the Tourism Code, the present General Sales Conditions are made to inform clients of the Tourist Office - Caen la Mer - Normandy before signing their contract or confirming their order. In compliance with article L211.9 of the Tourism Code, this pre-contractual information is an integral part of the contract and can only be modified with the explicit agreement of the parties.

The General Sales Conditions (GSC) can be modified and updated by the Tourist Office at any time. The applicable GSC are the conditions prevailing when the order is made. The present GSC are notified to the client when Tourist Office services are reserved. They can be consulted and downloaded on the website: www.caenlamer-tourisme.com and on booking.caenlamer-tourisme.fr

Article 1: Establishment of contract

1.1 - Terms and conditions

In accordance with articles R211-3 to R211-11 of Decree n°2017-1871 dated December 29th 2017 for the application of ruling n°2017-1717 dated December 20th 2017 regarding the transposition of the (EU) 2015/2302 directive by the European Parliament and Council on November 25th 2015 to package holidays and related holiday services, the Caen la Mer-Normandy Tourist Office oversees booking and sale of services, leisure activities and hospitality of all kinds in its area of influence. It benefits the general public by providing a variety of services and a fast and secure booking service.

Reserving a tourism service (accommodation, transport, packages, guided tours, tickets, etc.) on offer from the Tourist Office involves unreserved acceptance of the articles in our GSC.

1.2 - Establishment of contract

Excepting on the website or the online reservation site, any request for a reservation will be sent in writing to the Tourist Office, either on the premises, by telephone, e-mail, via the quotation request form or by letter.

Any order will only be considered as definitive when:

- first, on reception of the completed, dated and signed contract or proposal, or on confirmation of the order on our website or our online reservation site through the online registration procedure, subject to technical feasibility, availability of guides (for groups), available places and where applicable the minimum number of participants. The parts of the contract or proposal relating to the client's specific requests outweigh the elements in the present GSC without prejudice to the prevailing legislation.

- and second, on reception of the outstanding balance for any online reservation or in person at the time of reservation and at least 7 days before the beginning of the service, when services are reserved at the Tourist Office Groups Service.

For an online reservation on our website or on our reservation site, users must be at least 18 years old, to be legally able to sign a contract and to be using the site in compliance with the GSC. Except in the event of fraud, for which clients must provide proof, clients are financially responsible for their use of the website, notably the use made of their user name and password. Clients also guarantee the truth and accuracy of the information provided on the website. Any use of the website that is fraudulent or judged to be fraudulent, and which infringes the present sales conditions, will justify restricting users' access, at any time, to the services on offer from partners or to other features of the website.

Article 2: Condition for carrying out services

Taking into account the fact that all services sold by the Tourist Office are limited in time, these services can never be extended beyond the specified date.

Clients must be present on the day and at the times mentioned in the reservation contract or on their voucher.

2.1 - For individual reservations

The reservation is made:

- either online on the website: <https://reservation.caenlamer-tourisme.fr/>
- by telephone on 02 31 27 14 14 (Caen) or 02 31 97 18 63 (Ouistreham) with a link then sent for payment.
- or in person at the Caen and Ouistreham Tourist Offices during opening hours and the seasonal Tourist Office in Lion-sur-Mer (open only in high season).

Subject to availability, it is possible to reserve places for tours until the day of the tour, excepting in specific cases. If Clients consider they have not been well enough informed about the features of the services they would like to order, they can ask for more details from the Tourist Office before making their order. By making an order, Clients implicitly agree that they have obtained all the details needed about the nature and features of the services ordered, and the reservation will be considered as definitive after payment by the client.

Services must be paid for on reservation, and no reservation will become effective without the corresponding payment.

Tickets will be sent automatically by e-mail in the form of a voucher after an online reservation, once payment has been confirmed by the client. The voucher includes a summary of the reserved service with details about how the voucher is to be used, and the time and place of the service. For reservations in person, clients will be given a thermal ticket or a voucher with all the details about the reservation. For all reservation methods, clients must present their voucher or thermal ticket at the beginning of the service and on the day and at the time and place given on the voucher. No tickets will be sent by post.

2.1.1 - For guided tours and individual tickets (excepting City Pass CLM)

Depending on the service, the Tourist Office or partner organising the service may have to cancel due to weather conditions or as a result of force majeure, as explained in article 6.3 of the present GSC. In this case, the total amount already paid will be refunded to the client but without any compensation being paid. Each participant must comply with the rules of safety and due care during visits, and follow the recommendations of the guide during a guided tour.

The Tourist Office may be exceptionally forced to cancel a service if the minimum number of participants is not reached. Clients will be informed of this decision in accordance with the terms of article 6.2 of the present GSC. If the Tourist Office cancels a service, a new date or a full refund will be proposed, without any other compensation being made. Clients will be responsible for their personal spending.

2.1.2 - For the Caen la Mer City Pass ticket service

For reservations made in person at the Tourist Office, customers will be given a City Pass card. When reservations are made online, clients will receive a digital City Pass by e-mail. The City Pass card or digital City Pass must be shown on admission at the different Caen la Mer City Pass sites or at partners providing a discount on presentation of the City Pass (restaurants, leisure sites and shops). The City Pass is activated at the 1st site visited.

2.1.3 - For the short-stay cabins in Colleville-Montgomery

Clients will receive their voucher by e-mail after an online reservation or in person when they reserve at the Tourist Office. A few days before they arrive, they will receive an e-mail with the site access code.

2.2 - For group reservations

The booking is considered definitive on receipt of the completed and signed contract at least 30 days before the date of the guided tour.

The service will be provided subject to the service provider's availability and weather conditions for outdoor activities.

The person signing the contract is responsible for all the service's participants.

Some sites are subject to weather conditions and tide times. Please contact us depending on your chosen date.

2.2.1 For tours without meals

Our prices include all related services described in the brochure.

In order to maintain an acceptable level of comfort for both the group and the guide, our guided tour prices are calculated for a maximum of 30 person per guide.

Our prices do not include:

- food and drink (booking and payment are your responsibility).
- additional services ordered after the initial booking.
- museum admission (booking and payment are your responsibility) not stated in our offer.
- coach transport.
- any holiday taxes or administration fees (for non-EU nationals).
- personal spending.

Group numbers must be provided upon booking and confirmed 48 hours before the service begins. Customers will be charged for the total number of people confirmed 48 hours before arrival, even if fewer people attend.

2.2.2 - For group package days

The prices given apply from Monday to Saturday (Sunday and bank holidays on request), based on 30 people, subject to availability and changes to the VAT rate. The driver takes part free of charge. These prices do not include transport or personal spending.

Lunch includes an express menu (main course/dessert) or a 3-course menu and drinks. The selection of partner restaurant menus is sent with the quote for the required day.

These day trip suggestions can be combined to create a bespoke schedule, subject to feasibility (distance, opening times etc.).

Group numbers must be provided at least 7 days before the group's arrival. After this time, any default will be charged.

Article 3: Retractation

The cooling-off period of 14 days does not apply to tourist packages or other tourist travel and leisure services not included in the package (tickets, guided tours, etc.) which are provided for a given date or period in compliance with article L221-28 of the consumer code.

Article 4: Prices

Our prices are given in Euros inc. VAT and are per person or as a package.

For Group reservations: prices apply until the service is carried out, as stated in the sales contract. The Tourist Office reserves the right to pass on price increases, leading to differences from those given in the brochure, if prices are raised by our external providers or there is an increase in VAT. As per article R211-9 in the booking terms and conditions, clients will be informed of any changes in writing by the Caen la Mer-Normandy Tourist Office before the conclusion of the contract.

If the departure and/or return are outside the Caen la Mer region, travelling expenses will be charged: up to 10 km: €5, from 11 km to 50 km: €30, from 51km to 100 km: €70, over 100 km: €90. Tour guide's meal: if the guide doesn't eat with the group, please allow for €25 inc. VAT.

Article 5: Payment

For group reservations: payment for the service must be made at least 7 days before the tour date. Our guides will not accept payment on site.

The Tourist Office accepts payment by bank card (please provide the expiry date, card number and security code), bank transfer (please provide a copy of the bank transfer, please attach bank statement), voucher (accepted on the tour date: subject to our department's agreement upon booking) or cheque. The invoice will be sent to the client in the month after the service. On request, a pro-forma invoice can be sent.

The Tourist Office reserves the right to refuse to carry out a service for a beneficiary who has not paid for a previous order in full or with whom there is an ongoing payment dispute. The client is responsible for paying transaction and exchange rates (outside the EU). Any unscheduled services added to the order must be paid for on site by the client.

For individual reservations: All registrations must be paid for in full on reservation. The Tourist Office accepts payment in cash (within the limit given in articles L112-6 and D112-3 of the Monetary and Financial Code), by bank card (contactless or with PIN code), by cheque (proof of identity may be requested), Chèque Vacances holiday vouchers (in paper format only, no change given) for any

reservation made in person at the Caen, Ouistreham or Lion-sur-Mer Tourist Information Offices. Payment must be made by bank card via the Monetico secure payment system for reservations made on the Caen la Mer - Normandy Tourist Office website. The Tourist Office will send an invoice to the client after full confirmation of registration (for amounts of €25 or over).

The order in its entirety must be paid to the Tourist Office. The Tourist Office reserves the right to suspend processing of the order if authorisation of payment by credit card is refused by the officially accredited organisations. The Tourist Office reserves the right to refuse to carry out a service for a beneficiary who has not paid for a previous order in full or with whom there is an ongoing payment dispute.

Article 6: Modification and cancellation conditions

6.1 By the client

For group reservations or groups consisting of individuals (visits without meals or packages):

The Tourist Office must be notified of any modification or cancellation by registered letter or by e-mail within 72 hours.

In the event of cancellation, due payment is charged as follows:

Any full or partial cancellation made:

- 30 days before: a flat-rate of €30 shall be retained.
- 30-20 days before: a flat-rate of 40% of the total service amount (with a minimum of €40) shall be retained.
- 20-8 days before: a flat-rate of 60% of the total service amount (with a minimum of €60) shall be retained.
- 7-3 days before: a flat-rate of 85% of the total service amount (with a minimum of €80) shall be retained.
- Less than 3 days or no show: the total service amount will be retained.

In the event of a significant change in group numbers, the Tourist Office reserves the right to apply a penalty of 10% based on the initial order. However, the Tourist Office will pass on any fees charged by third party service providers.

In the event of a significant alteration and should the group exceed the limit of 20 people, the Tourist Office reserves the right to consider it as a cancellation caused by the client and apply the cancellation terms outlined above. In all cases, a basic minimum package will be charged should the group have fewer than 20 people.

If the stay is cut short by the client, no refund can be given.

For individual reservations:

The tickets sold cannot be exchanged or refunded. The tour begins at the exact time, and no delay of any kind can be reason for a valid refund. If the client is not present, no refund can be made.

6.2 By the Tourist Office

For group reservations:

If there is a last-minute modification, clients will be immediately informed and an equivalent solution proposed.

In the event of bankruptcy of a service provider during the trip or stay, a no-show or if the Tourist Office is unable to provide a significant part of the services detailed in the contract, representing a substantial percentage of the price paid by the buyer, the Tourist Office will do its utmost to replace them with equivalent services as per article R211-9 in the terms and conditions.

For individual reservations:

The Tourist Office can cancel the service and fully refund payment made by the client, without any extra compensation being paid if the number of people registered for the service is lower than the number originally given in the description. The Tourist Office will inform the client the day before the service and will arrange a new date for the service or will refund the client.

Others case of cancellation: if the service is cancelled by the service provider working with the Tourist Office or by the Tourist Office itself (due to weather conditions, depending on the activity, health reasons, etc.), clients will be informed by telephone and/or by e-mail and refunded within 14 days, depending on the means of payment used at the reservation.

6.3 Force majeure

Clients and the Tourist Office have the right to cancel the contract before the service takes place without paying any charges when a cancellation or modification is due to force majeure, such as - for information purposes but not limited to these reasons - a natural catastrophe, armed conflict, strikes, instructions from the public authorities, disruption of transport, an accident at a site - that is, an unforeseen event, beyond the participants' control and which it is impossible to overcome, despite the efforts made to do so.

The party invoking force majeure linked to the above events must notify the other party by any means in a clear, comprehensible and easily visible way in a lasting format as soon as possible. The parties may discuss in good faith, if possible before the service takes place, whether the contract should be prolonged or cancelled. The party impacted by the failure to provide the service due to the events in question will have the right to cancel the service without notice. In application of article 1148 of the Civil Code no damages or interest will be paid.

Article 7: Lateness/Additional hours

In the event of a delay, the customer must notify the Tourist Office or the service provider(s) whose address and telephone number appear on the exchange voucher. Without prior warning or should the visitor not be at the meeting point, after one hour we shall deem the service cancelled and the client will not be liable for a refund.

For group reservations:

Without prior warning and in the event of a no-show after one hour, we will consider the service cancelled and the customer will not be entitled to any refund. Invoicing will remain effective. For guides, service time begins at the time booked. Any delay corresponds to waiting time for the guide, which will be counted as part of the service time. Any additional hours will be billed to the group at the overtime rate. Any additional hours started is due.

Any service alterations on the day of the visit for personal convenience may be charged to the group.

Article 8: Liabilities

The Tourist Office is the client's single contact and is responsible for the services being carried out and for the obligations resulting from the present general sales conditions. The Tourist Office is legally responsible for the services in the contract being carried out, whether the services are carried out by the Tourist Office itself or by other service providers, without infringing on its right to take legal action against them.

The Tourist Office cannot be held responsible for mistakes in reservations due to the client or caused by exceptional and inevitable circumstances, from the total or partial failure to carry out the services ordered in a case of force majeure, as described in article 6 of the present GSC, due to a third party, to failure to respect their obligations by the clients, or if they are in error.

Clients must inform the Tourist Office as soon as possible about circumstances of this kind, and of any non-conformity noted when a service is being carried out that is included in the contract. The Tourist Office cannot be held responsible for difficulties of any kind resulting from the temporary unavailability of the site or an interruption of the client's internet connection during the registration, reservation or payment process.

If one of the travel services is not carried out in compliance with the contract, the Tourist Office will rectify the situation, unless this is impossible or would lead to disproportionate costs, given the seriousness of the issue and the value of the travel services concerned.

The buyer (especially for services for non-EU nationals and school trips) is responsible for ensuring that all police, customs and healthcare formalities have been completed. Under no circumstances shall the Tourist Office be held responsible should compulsory administrative and health procedures not be completed, nor shall the Tourist Office undertake these procedures or seek concomitant items to these formalities.

Article 9: Insurance

At the reservation, the Tourist Office will not provide clients with the option of signing up for a multirisk or cancellation insurance. We would ask clients to check that they are covered by these guarantees with the insurance company of their choice, and it will be up to them to contact insurers in the event of an incident, in order to launch the suitable procedure. Clients are responsible for any damage they may cause.

Caen la Mer-Normandy Tourist Office is covered by professional indemnity insurance provided by Abeille Assurances in Caen.

Article 10: Personal data

Any personal data the client provides to reserve their stay are processed by computer by the Caen la Mer-Normandy Tourist Office and are intended for the members and departments of Caen la Mer-Normandy Tourist Office handling your request. Your email address could be used to send you sales proposals and a customer satisfaction survey. Your data will be kept for 3 years from the query date. Under the GDPR, the client reserves the right to access, amend, rectify and delete any personal data. To exercise this right, the client can contact the data protection delegate at the Caen la Mer - Normandy Tourist Office by email: rgpd@caenlamer-tourisme.fr or by post (with a photocopy of proof of identity if you are exercising your rights) at the following address: Office de Tourisme & des Congrès - Caen la Mer - Normandie, ATT: DPO, 12 Place Saint-Pierre, 14000 Caen.

Article 11: Photographs

Descriptions and photographs of services given by the Caen la Mer-Normandy Tourist Office on the website or on our information materials are for information purposes only and the responsibility of the service provider. Photographs appearing on the website and our information materials are for reference only. Although every effort is made to ensure that the photographs, illustrations and texts reproduced to illustrate the participating providers give as accurate an image as possible of the services provided, variations may occur. The client cannot make any complaints due to this issue. Any reproduction or use, commercial or otherwise, is strictly forbidden without prior written authorisation.

Article 12: Archiving of contract

Any contract signed with the client corresponding to an order priced over 120 euros including VAT will be archived by the Tourist Office for a duration of 10 years, in compliance with articles L213-1, R213-1 and R213-2 of the consumer code.

The Tourist Office will archive this information and will provide a copy of the contract on request from the client.

Article 13: Complaints / Litigation

Any complaint regarding the non-provision or poor provision of the contract must be sent to the Caen la Mer-Normandy Tourist Office within 3 working days following completion of the service by recorded delivery to: Office de Tourisme & des Congrès Caen la mer - Normandie, 12 Place St Pierre, 14000 CAEN. Otherwise, the Tourist Office cannot accept the complaint.

In the event of a complaint, the Caen la Mer-Normandy Tourist Office shall do its utmost to come to an amicable agreement to resolve the issue. After contacting the Tourist Office and after failure to receive a satisfactory reply within 60 days, the Client can contact the Tourism and Travel Ombudsman (www.mtv.travel), when all internal procedures have been exhausted.

If the sale is made online, the client can contact the website <https://webgate.ec.europa.eu/odr> to settle the dispute.

In the event of legal disputes, the terms and conditions are subject to French jurisdiction. Any dispute that has not been settled out of court will be subject exclusively to the Caen Legal Tribunal for companies. For individuals, competence is attributed to the appropriate court in compliance with article L141-5 of the Consumer Code.

Part B - Standard Information Form Package Tour Contracts

The combination of travel services constitutes a "package" in the sense given in the directive (EU) 2015/2302 and article L.211-2 II of the Tourism Code.

You therefore enjoy all the rights given by the European Union as applicable to packages, as implemented in the Tourism Code. The Caen la Mer - Normandy Tourist Office will be fully responsible for the package being carried out correctly as a whole.

Moreover, as required by the law, the Tourist Office has an insurance coverage to refund your payments and, if transport is included in the package, to guarantee your transport home in the event of its insolvency.

Essential rights outlined in the directive (EU) 2015/2302 applied in the tourism code:

Travellers will be given all essential information about the package before the contract is signed.

The organiser and merchant are responsible for all the travel services included in the contract being carried out correctly.

Travellers will receive an emergency phone number or the organiser's or merchant's contact details, so that they can get in touch with them.

Travellers can transfer their package to another person, providing they inform organisers ahead of time and subject to possible extra charges.

The price of the package can only be increased if specific costs rise (for example, petrol prices) and if this option is explicitly stated in the contract. It cannot be modified in any case under 20 days before the package begins. If the price increase is over 8 % of the package price, the traveller can cancel the contract. While the organiser reserves the right to increase the price, the traveller has the right to a reduction in price if the corresponding costs should fall.

Travellers can cancel the contract at no extra charge and their payments be fully refunded if one of the essential elements of the package, other than the price, is substantially changed. If, before the package begins, the professional responsible for the package cancels it, travellers can be given a refund or compensation, where applicable.

Travellers can cancel the contract at no extra charge before the beginning of the package in the event of exceptional circumstances, for example if there are serious problems in terms of safety at the destination that might have an impact on the package.

Travellers can, at any time before the package begins, also cancel the contract after paying a suitable and reasonable cancellation fee.

If, after the package begins, important elements in the package cannot be provided as planned, other suitable services will have to be proposed to travellers at no extra charge. Travellers can cancel the contract at no extra charge when the services are not carried out in compliance with the contract, when there is considerable disruption of the package and when the organiser finds no solution to the problem.

Travellers also have the right to a price reduction and/or compensation when the travel services are not carried out or are carried out badly.

The organiser or merchant must provide assistance if the traveller is in difficulty.

If the organiser or merchant goes out of business, the payments made will be refunded. If the organiser or merchant goes out of business after the package begins, and if transport is included in the price, travellers' transport home will be covered. The Tourist Office is insured against insolvency with Groupama Assurance-Crédit & Caution. Travellers can contact this company, located at 5 Rue du Centre - 93199 NOISY LE GRAND Cedex (Contact: Dominique TOURBIN - 01 49 31 27 42), if services cannot be provided due to the insolvency of the Tourist Office.

Directive (EU) 2015/2302 applied to French law: www.legifrance.gouv.fr (art. L211-1 and following of the tourism code).

Part D - Standard Information Form

Travel services (tickets, guided tours, etc.) of all kinds

If you purchase this travel service, you will benefit from the rights granted in the Tourist Code.

The Caen la Mer - Normandy Tourist Office will be responsible for the travel service being carried out correctly. In addition, as required by law, the Tourist Office is insured in order to refund your payments if it goes out of business.

Essential rights outlined in the directive (EU) 2015/2302 applied in the tourism code:

Travellers will be given all the essential information about the travel service before the contract is signed.

The service provider, as well as the merchant, are responsible for the travel service being carried out correctly.

Travellers will receive an emergency phone number or the organiser's or merchant's contact details, so that they can get in touch with them.

Travellers can transfer their travel service to another person, providing they inform organisers ahead of time and subject to possible extra charges.

The price of the travel service can only be increased if specific costs rise, and if this option is explicitly stated in the contract. It cannot be modified in any case under 20 days before the trip begins. If the price increase is over 8 % of the travel service price, the traveller can cancel the contract. While the service provider reserves the right to increase the price, the traveller has the right to a reduction in price if the corresponding costs should fall.

Travellers can cancel the contract at no extra charge and their payments be fully refunded if one of the essential elements of the contract, other than the price, is substantially changed. If, before the service begins, the professional responsible for the package cancels it, travellers can be given a refund or compensation, where applicable.

Travellers can cancel the contract at no extra charge before the beginning of the service in the event of exceptional circumstances, for example if there are serious problems in terms of safety at the destination that might have an impact on the trip.

Travellers can, at any time before the trip begins, also cancel the contract through payment of a suitable and reasonable cancellation fee.

If, after the trip begins, important elements in the package cannot be provided as planned, other suitable services will have to be proposed to travellers at no extra charge. Travellers can cancel the contract at no extra charge when the services are not carried out in compliance with the contract, when there is considerable disruption to the trip and when the organiser finds no solution to the problem.

Travellers also have the right to a price reduction and/or compensation when the travel services are not carried out or are carried out badly.

The service provider or merchant must provide assistance if the traveller is in difficulty.

If the service provider or merchant goes out of business, the payments made will be refunded.

The Tourist Office is insured against insolvency with Groupama Assurance-Crédit & Caution. Travellers can contact this organisation if they are refused services due to insolvency of the Tourist Office. Groupama Assurance-Crédit & Caution, 5 Rue du Centre - 93199 NOISY LE GRAND Cedex (Contact: Dominique TOURBIN - 01 49 31 27 42).

Directive (EU) 2015/2302 applied to French law: www.legifrance.gouv.fr (art. L211-1 and following of the tourism code).