

General and Specific Conditions of Sale

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 subject to the law on the development and modernisation of tourism products dated 22 July 2009.

2 The Contract

All orders of one or more tourism products offered by Cassis Tourist Office presuppose the client's compliance, without restriction or reserve, with the present conditions of sale which are included on the order form and can also be consulted on the Tourist Office website, www.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.

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 organisation and not involved in the provision of the tourism product.

Tourist Office programmes 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 website, www.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 Absence of a right to cancellation

The legal provisions in the Consumer Act governing online purchases state that the right to cancellation is not applicable to tourism products (Articles L121-20-4 of the French Consumer Act). This means that clients have no cancellation rights for any tourism product ordered from Cassis Tourist Office.

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.

For B&B bookings, prices include the room and breakfast.

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 and packages

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.

8 Payment

8.1 Hotel bookings (excluding tourist packages)

Confirmation by credit card serves as a guarantee. The tourism product should be paid for on site, directly at the hotel named.

8.2 Activity bookings

- The total cost of the holiday must be paid by clients when making the booking.

The cost of the tourism product must be paid when making the booking, by credit card only via the website, or at the Tourist Office in cash or by cheque or credit card.

8.3 Booking accommodation, a tourist package or multiple tourism products

Payment for a holiday must be made as follows:

- Bookings made more than thirty (30) days before arrival: a deposit equal to thirty per cent (30%) of the total value of the booking is required to validate the booking.

The balance will be payable no later than thirty (30) days before the start of the holiday. Failure to do so may lead to the cancellation of the holiday with no refund of sums already paid.

- Bookings made less than thirty (30) days before arrival: the total cost of the holiday must be paid by clients when making the booking.

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:

- Phone: 00 33 (0) 442 01 35 06, followed by written confirmation

- Email: res@ot-cassis.com

- Fax: 00 33 (0) 442 01 28 31

- 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 hotel bookings (accommodation only, excluding tourist packages), and unless otherwise stated by the accommodation provider when the booking is made:

In the case of total or partial cancellation up to two (2) 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 two (2) days before the date of arrival, the Tourist Office will charge the total cost of the first night's booking to the credit card supplied to guarantee the booking.

In the case of a no-show, the Tourist Office will charge the full cost of the booking to the credit card supplied to guarantee the booking.

11.2 For bookings of accommodation (other than hotels) or tourist packages:

In the case of total or partial cancellation by the client, the Tourist Office will be legally entitled to charge the client penalties as follows:

- If the cancellation occurs more than thirty (30) days before arrival: refund of the deposit received by the Tourist Office.

- If the cancellation occurs between the thirtieth (30th) and eighth (8th) day before arrival: refund of fifty per cent (50%) of the total cost of the holiday accommodation by the Tourist Office.

- If the cancellation occurs less than eight (8) days before arrival: the Tourist Office will retain the total cost of the holiday accommodation.

If the client is late or does not show, no refund will be made.

11.3 For bookings of tourist activities:

Cancellation is not permitted without specific agreement. Only a change to the activity and its replacement by an equivalent activity can be made, at least forty-eight (48) hours before the scheduled starting time of the original activity.

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

- Phone: 00 33 (0) 442 01 35 06, followed by written confirmation

- Email: res@ot-cassis.com

- Fax: 00 33 (0) 442 01 28 31

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

12 Cancellations by the Tourist Office

If the Tourist Office 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 provisions regarding certain types of tourism products that require a minimum number of participants

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. This situation cannot occur less than twenty-four (24) hours before the beginning of the tourism product.

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.

15 Photographs

The descriptions 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 photographs on the website or in information media are not legally binding. Even though every effort is made to ensure that photos, drawings 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 website www.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

Under Law No. 78-17 of 6 January 1978 on computing, data files and personal freedoms, the French "Data Protection Act", the website www.ot-cassis.com was duly registered with the CNIL (French national computing and personal freedoms commission) under No. 1240212.

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 customise 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 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 the website site www.ot-cassis.com. 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 OTF (Offices de Tourisme de France), 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.

I acknowledge that I have read and accepted the present "Conditions of Sale" indicated on the Cassis Tourist Office website or at the reception desk in Cassis Tourist Office.