

19 Place de l'Hôtel de Ville
F-67120 MOLSHEIM
Service for Groups: groupes@ot-molsheim-mutzig.com
Tel: + 33 (0)3 88 38 12 73

Tourist Office Region Molsheim-Mutzig :
Registration Number IM067120026
Professional Civil Liability insurance by Groupama Grand Est
Financial guarantee : Groupama - Paris

GENERAL TERMS AND CONDITIONS OF SALE

1. Legal framework

In the scope of law no. 2009-888 of 22 July 2009 on the development and modernisation of tourism services, the Tourist Information Office of the Region of Molsheim-Mutzig may sell tourist services under the conditions set forth in the only chapter of title I of book II.

Under Article L211-1, the provision governing the sale of trips and stays applies to: "natural or legal persons who, regardless of the terms of their remuneration, are involved or assist in organising or selling":

- a) individual or group trips or stays;
- b) services provided in the context of trips or stays, notably the provision of travel tickets, reservation of hotel rooms or in tourist lodgings and the provision of accommodation or meal vouchers;
- c) services linked to the reception of tourists, notably the organisation of visits to museums or historical monuments.

This chapter also applies to the creation or sale of tourist packages, such as those defined under Article L211-2.

2. Services

The Tourist Information Office of the Region of Molsheim-Mutzig offers guided tours for groups for half days or full days in French and, upon enquiry and subject to guide availability, in German or in English. Guided tours included in the excursions are carried out solely by the part-time or staff guides of the Tourist Information Office.

3. Size of groups

Excursions are organised on the basis of a minimum of **30 participants**. For safety reasons and to ensure the group can hear the guide, this is also the maximum size for one single guide.

The Tourist Information Office of the Region of Molsheim-Mutzig reserves the right to accept or refuse a higher number.

If it does not decide to tolerate a larger group, for any group larger than 30 participants, a second guide will be required. When a group arrives, if the number of participants exceeds that communicated to the Tourist Information Office, it reserves the right to cancel the services for the day.

The Tourist Information Office shall not be liable if the above conditions are not adhered to.

4. Reservation terms and conditions

The customer shall submit a reservation request for a guided tour by post or by e-mail **no later than 6 weeks before the desired arrival date**. They will state therein the name of the group and the person in charge, the type of guided visit required, the date, time and number of people. The Guided Tour Service of the Tourist Information Office will then send an e-mail confirming the customer's option.

4 weeks prior to arrival, the customer must confirm their reservation in writing, specifying the relevant contact details and mobile phone number, the number of participants in the tour and the invoice address.

Upon receipt of the confirmation, the Service for Groups will send two contracts to the customer including an invoice for a deposit (30% of the total amount due). Options will then be requested from the various service providers involved.

A copy of a duly signed contract and the deposit cheque must be returned **3 weeks prior to the arrival** of the group. Otherwise the excursion will be considered cancelled.

The reservation shall only become binding once the Tourist Information Office has received the signed contract and the bank transfer.

5. Settling of the balance and confirmation of the number of participants.

At least 8 days prior to the date of the excursion, the customer shall be obligated to communicate **the final number of participants** to the Tourist Information Office **in writing only**.

On the day of the tour, the customer must transfer the balance (except for schools or public institutions).

The balance to be paid will be calculated based on the number of participants communicated 8 days prior to the date of arrival. The invoice displays the net amount to be paid in full, the Tourist Information Office does not charge VAT.

For groups from other countries, the deposit and the balance must be paid in Euros (by bank transfer or in cash). In the case of payment in foreign currency at the Tourist Information Office itself, the client will be invoiced for the banking charges of €40.

6. Catering/Meals

If the full-day or half-day excursion includes lunch or dinner, the group will choose an identical menu for the entire group. Nonetheless, for the Tourist Information Office to be able to convey adapted menu suggestions any intolerances or specific dietary requirements should be stated when submitting the reservation request.

The Tourist Information Office must be informed of any **change in the number of people participating in the meal at least 8 days** prior to the date of the meal:

- If the number of people attending the meal is lower than the final number communicated to the Tourist Information Office, the number of meals reserved and not consumed will be invoiced in full
- If the number of people attending the meal is greater than the final number communicated, the Tourist Information Office cannot guarantee that its service provider will be able to serve additional meals. Nonetheless, the Tourist Information Office will take the necessary steps to contact the service provider to re-evaluate the number of meals. The person in charge of the group will be informed of the result of their request swiftly.

7. Organisation and length of the tours

All the contracts for services state where the guides will meet the group and where the tour will start. The excursion fees are for a starting and finishing point in the vicinity of the requested tour.

Full-day or half-day excursions can be arranged from Monday to Friday, on Saturdays only upon prior request and subject to guide availability. Tours and excursions are not offered on Sundays or public holidays.

The length of the tours is stated on the contract signed by the customer. It is not possible to change this unless by prior mutual written agreement between the parties. For delays and force majeure, the following provisions apply:

. if the group is late: in the event of the late arrival of the group the tour shall be shortened by the same amount of time as the delay or extended by the Tourist Information Office in line with the guide's availability and if the opening hours of the site so permit. Any extension in the total time of the tour service shall be invoiced additionally to the group at a pro rata hourly rate. If the guide has had to wait over 30 minutes, the guide shall be freed from their responsibilities and the full price of the service will still be due for payment

. if the guide is late: the group shall wait for the guide for 30 minutes. The visit may be extended by the amount of time of the delay. If the visit cannot be extended for whatever reason, the visit will be shortened by the equivalent of this delay and the fee for the customer will be reduced by half an hour or part thereof based on the applicable fees

. if the guide does not arrive: for late arrival of more than half an hour, the group has the right to cancel the tour and to receive a refund of the price of the tour in question

. in the event of force majeure: on the date of the tour, any and all circumstances out of the control of the Tourist Information Office preventing performance of the obligations under normal conditions shall be deemed to release it from its obligations and shall lead to these being suspended. The customer shall not be entitled to seek any compensation.

For guided visits of religious sites: in a scenario where a religious service or gathering is scheduled at the time of the visit which the Tourist Information Office was unaware of, a new slot will be offered to the group for the same day. If this constitutes an organisational problem or is not possible for scheduling reasons, the fees received for this service will be reimbursed in full, which cannot exceed the price of the initially planned visit.

8. Impediment by the Tourist Office to provide during the tour, the services provides in the contract

When during the tour, the Tourist Office is unable to provide a preponderant share of the benefits provided for in the contract, representing a significant percentage of the price paid by the Customer, the Tourist Office, without prejudice to recourse of the Customer in repair for damages possibly suffered, will offer him a service to replace the planned service, eventually bearing any additional price. If the service accepted by the Customer is of inferior quality, the Tourist Office will refund the difference in price.

If the Tourist Office can not offer a replacement service or if it is refused by the customer, then the Tourist Office agrees to reimburse the costumer the share of the services not performed in relation to the total benefits.

9. Transport

A form of transport (coach, vehicles) shall be required on the day of the excursion and should be available throughout the trip.

For travel in the Molsheim-Mutzig region, a place must be provided to the guide(s). They must be dropped back off at the tour's point of departure.

If there is no place for them, the Tourist Information Office shall reserve the right to charge extra travel costs based on the applicable scale.

At the request of the customer, the Tourist Information Office can reserve a coach and driver and include this in the sale price of the tour.

10. Changes to the tour

Any changes to the specific characteristics of the tour (timetable, contents, number of people, meeting point, etc.) shall be subject to the prior agreement of the Tourist Information Office, which in turn is subject to the availability of its service providers.

If the customer interrupts the tour they will not be entitled to any refund.

11. Cancellation by the customer / No-shows

To be effective, any cancellations must always be made in writing to the Tourist Information Office of the Region of Molsheim-Mutzig.

If the cancellation is made more than 20 days in advance of the tour (the applicable time is the time stipulated for the tour in the contract), the payments received by the Tourist Information Office will be refunded at the specific request of the customer. In the absence of a specific request by the customer, the Tourist Information Office will retain the monies already transferred.

If the cancellation is made between 19 and 10 days in advance of the tour (the applicable time is the time stipulated in the contract for the tour), 50% of the services reserved will be due.

If the cancellation is made between 9 and 2 days in advance of the tour (the applicable time is the time stipulated in the contract for the tour), 80% of the services reserved will be due.

If the group does not show up on the arranged date of the tour, the full price of the tour will be due.

12. Right of withdrawal

Under the applicable legislation, the customer has no legal right of withdrawal when placing the distance reservation or order for “accommodation, transport, meals or leisure services”.

13. Protection of personal data

The data collected by the Molsheim-Mutzig Region Tourist Office are processed in order to manage requests for booking half-day and full-day excursions. Your data are processed in strict legality, while respecting the contractual relationship between the parties.

The data are used solely by personnel with authorisation from the Molsheim-Mutzig Region Tourist Office.

As part of managing requests for booking half-day and full-day excursions, the data are archived for 5 years after the guided tour has taken place. The data processed as part of sales operations will be kept for the duration of the contractual relationship and for 3 years after the last contact. Accounting information will be archived for 10 years, in line with prevailing legislation.

You can access data concerning yourself, change them or ask for them to be deleted. You have the right to ask for your data to be transferred and for data processing to be limited.

To exercise these rights or for any question concerning your data in this respect, you can contact us, including proof of your identity, by email at infos@ot-molsheim-mutzig.com or by letter to RGPD - Office de Tourisme de la Région de Molsheim-Mutzig - 19 Place de l’Hôtel de Ville - 67120 MOLSHEIM.

After contacting us, if you consider that your rights concerning personal data have not been respected, you can send a complaint to the CNIL.

14 Liability

The Tourist Information Office of the Region of Molsheim-Mutzig shall not be liable in the event of chance events, force majeure or circumstances created by any person outside the organisation or not involved in the provision of the service.

15 Applicable law/Place of jurisdiction

These terms and conditions shall be subject to French law and, in the event of disputes, the District Court of Molsheim (Tribunal d’instance) shall have sole jurisdiction.