

Guided Tours Department  
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Molsheim-Mutzig Region Tourist Office

Registered in the tour operators register with Atout France at 23 Place de Catalogne

75014 Paris under n° IM 067120026

. holder of a professional liability insurance policy with

Groupama Grand Est in Strasbourg

. holder of a financial guarantee delivered by Groupama Assurances, Crédit et Caution in Paris

## **1. GENERAL CLAUSES**

The purpose of these terms and conditions is to set out the rights and obligations of the parties in the context of the sale of tourist experiences by the Tourist Office whether through distance sales, counter sales, website sales or the guided tours department.

Under no circumstances will the Molsheim-Mutzig Region Tourist Office be held liable in the event of use of its contracts by third parties for purposes other than tourism.

These terms and conditions only apply to services provided in France.

These terms and conditions shall be provided to the Client along with the quote, prior to conclusion of the contract.

The Client acknowledges receipt, in advance of placement of the order and conclusion of a contract in a clear and comprehensible manner of these terms and conditions.

These terms and conditions, the description and the service(s) and contract constitute the entire agreement between the parties and govern the relationship between them.

By signing the contract, the Client accepts the terms and conditions without reservation and implicitly acknowledges that they have received the information in respect of what has been ordered.

The Tourist Office reserves the right to modify the Terms and Conditions at any time. The applicable Terms and Conditions are those in force on the date of the order. The Terms and Conditions shall prevail over any other version or document that stipulates otherwise.

## **2. SERVICES**

The Molsheim-Mutzig Region Tourist Office is the sole contact point for the client and shall be accountable to him for the performance of the obligations set out in these Terms and Conditions.

The Tourist Office offers guided tours for groups in French and German throughout the year on appointment. Guided tours shall be given exclusively by official guides employed by the Tourist Office.

The Tourist Office offers a selection of guided tours across different communes in its area. Available guided tours are listed in a catalogue. The duration specified therein are provided for informational purposes.

The catalogue will be provided to the group on request. The catalogue may also be downloaded from the Tourist Office website at: [www.ot-molsheim-mutzig.com](http://www.ot-molsheim-mutzig.com).

### 3. BOOKING AND ORGANISATION OF GUIDED TOURS

Requests to book guided tours must be sent by post or email **at least 5 weeks before the intended date**. The booking request should mention the name of the group and group leader, the type of tour requested, and the date, time and number of persons. The Tourist Office Tours Department will send an email confirming the option chosen by the client.

Within **8 days of receipt of the confirmation email by the Tourist Office**, the client should approve the booking in writing and specify the contact details of the person to whom the contract should be sent.

Once the Tours Department has received the Client's response, it will send two copies of the contract to the client, will book a guide and if needed, options with various partners (ex. museum).

TA duly signed copy of the contract should be sent **2 weeks before the group arrives**, in the absence of which the tour guide will be deemed to have been cancelled.

The booking will be final as of receipt by the Tourist Office of the signed contract.

### 4. MEETING POINT AND ARRIVAL OF GUIDED TOURS

All our contracts for guided tours refer to the meeting point with the guide.

The basic price for guided tours covers a departure and arrival point located within the desired tour area.

### 5. PRICING

The prices below are calculated on the basis of prices in force on 1<sup>st</sup> January 2019 and only apply to the guide's services. The prices are indicated net of tax, as the Tourist Office does not charge VAT.

The prices are decided on by the Intercommunal Tourist Office Board which has decided as follows:

Guided tours may be organised from Monday to Friday. The costs will be as follows:

1hr: €90	1:30 to 2hrs: €125	2:30 to 3hrs : €145
½ day: €175	Day: €295	Fort de Mutzig: 15€/person

With the exception of the Fort de Mutzig, the pricing above does not include entrance to monuments, museums or attractions, transport or expenses.

Guided tours on Saturdays will only be organised depending on the availability of the guides. If a guide is available, the prices below will apply.

*Guided tours are not available on Sundays or bank holidays.*

There is an admission fee for the Rohan Museum in Mutzig and the Chartreuse with the historical museum and the Bugatti Foundation in Molsheim.

Groups of fewer than 20 people: for the Chartreuse, the admission fee is €6 per person for visitors aged 16 and over, and €3 per person for the Rohan Museum.

For groups of more than 10 people, the entrance fee is €1.50 per person for the Rohan Museum. For groups of more than 20 people, the entrance fee is €4 per person for the Chartreuse.

The Tourist Office will add the admission fees to the bill for the guided tour and will pay them to the relevant local authorities (Molsheim or Mutzig). Admission to the Chartreuse can also be paid directly on site by the group leader. If paying by cheque, it should be made payable to the 'Trésor Public' (Public Treasury). Guided tours for groups from other countries should be paid in euros (bank transfer or cash). For foreign currency payments, bank fees of €40 will be payable by the client.

### 6. GUIDED TOUR DURATION

The visit duration is mentioned in the contract and is counted from the meeting point or starting point.

The duration may be modified in advance or upon arrival in the following cases:

. *Late arrival of the group*: the guide has waited for the group for 30 minutes. The visit will be cut short for the time lost, or if the guide is available and agrees, may be extended to cover the lost time, but the additional time will be invoiced at the usual rates.

. *Late arrival of the guide or no-show*: the group must wait 30 minutes for the guide. If the guide is available and the group agrees, the tour may be extended to cover the lost time (subject to a 10 minute allowance).

In the event of a disagreement, the visit will be cut short for the time lost and the client will receive a reduction for each half hour lost, at the usual rates.

If the guide does not show up, the group may cancel the tour and require cancellation of the invoice. Compensation may be claimed for an amount not exceeding 50% of the amount of the agreed service.

. *Force majeure*: The guide may not be held liable for events beyond his control (unexpected closure of a tourist attraction, unexpected security measures, etc.).

The payment for the guided tour shall not be due but no compensation may be claimed by the group for loss due to non-performance.

## **7. CHANGES TO THE GUIDED TOUR**

Any changes to the guided tour (time, content, number of persons, etc.) must be notified at least 48 hrs before arrival and adjustments will depend on the guide's availability and capacity.

## **8. NUMBER OF VISITORS**

For security reasons, guided tours are for **30 persons maximum**. Groups greater than 30 must be split in 2 and two guides must be booked.

The Molsheim-Mutzig Region Tourist Office reserves the right to make allowances for higher numbers.

If no allowance is made for groups above 30 persons, another guide will be needed. If on arrival, the group is larger than planned, the Tourist Office reserves the right to cancel the guided tour.

The Tourist Office may not be held liable if the conditions above are not met.

## **9. GROUP NO-SHOW – CANCELLATION OF GUIDED TOURS**

Any total or partial cancellation (visit cut short) of visits must be addressed in writing (post or email) at least 72 hours before the planned time.

If the group does not show up or in the event of a cancellation less than 72hrs before the date of the overall cost of the tour shall be payable to the Tourist Office which will be required to pay the guide's fees in the event of cancellation.

*If the visit is cut short on the same day on request by the group, the full amount of the service initially ordered will be payable.*

## **10. COOLING-OFF PERIOD**

The law on distance selling in the Consumer Code provides that there is no cooling-off period for tourism services (Article L121-20-4).

The client is not entitled to a cooling-off period for orders placed with the Molsheim-Mutzig Tourist Office.

## **11 PROTECTION OF PERSONAL DATA**

The Molsheim-Mutzig Tourist Office undertakes not to provide third parties with information provided by the Client. The information will only be used internally to process the order.

In accordance with the Data Protection Law n° 78-17 of 06 January 1978 as amended by Law n°2018-493 of 20 June 2018, the Client has the right to access, rectify and seek withdrawal of all their personal data.

Persons wishing to exercise this right should send an email to this address:

[infos@ot-molsheim-mutzig.com](mailto:infos@ot-molsheim-mutzig.com) indicating their surnames, first name and address.

## **12 APPLICABLE LAW - DISPUTES**

These Terms and Conditions and resulting instruments shall be governed by French Law.

For any dispute in relation to these terms and conditions or resulting instruments, the parties will make all efforts to resolve the dispute amicably.

Any disputes that cannot be resolved amicably by the parties shall be referred to the courts of the Tourist Office of the Molsheim-Mutzig Region.