

GENERAL TERMS AND CONDITIONS TRAVEL AND STAYS CONTRACT OF SALE: AGENCE INSPIRE METZ

PRIOR INFORMATION

These terms and conditions of sale are provided, together with the quotation, prior to the signing of the booking contract. Under the terms of European Directive (EU) 2015/20302 and article L211 of the Tourism Code, the Agence Inspire Metz also provides the "information form for travel package contracts".

CONTACT

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CLAUSE 1: LEGAL PROVISIONS

Under the terms of the Tourism Code, official Tourist Offices can make bookings and sales of all types of general-interest leisure and accommodation services within their area of operation. They provide assistance to the public by offering a choice of services. ADN Tourisme and the Tourist Offices accept no responsibility if these contracts are used by third parties or for non-tourism purposes.

CLAUSE 2: LIABILITY

When offering services to a client, **Agence Inspire Metz** is that client's sole point of contact and is responsible to the client for fulfilling the obligations resulting from these terms and conditions of sale. Agence Inspire Metz cannot be held responsible in cases of force majeure or the actions of any person outside the organisation and the provision of the service.

Agence Inspire Metz, as a service provider, is free to choose its own partners.

CLAUSE 3: BOOKING AND PAYMENT CONDITIONS

3.1 Booking conditions

- **Package with accommodation:** the booking becomes firm when a down payment of 30% of the total price and a copy of the contract signed and marked "Bon pour Accord" (*Agreed*) by the client have been returned to Agence Inspire Metz by the deadline stated in the contract.

- In the case of "**METZ EXTRA**" Individual Packages and for late bookings, payment of the full amount will be required.

- **Excursion without accommodation:** the booking becomes firm once a down payment of 30% of the total price and a copy of the contract signed and marked "Bon pour Accord" (*Agreed*) by the client have been returned to Agence Inspire Metz.

3.2 Payment of the balance

- **Package with accommodation:** the balance shall be paid no later than 10 days before the date the service will be provided, to Agence Inspire Metz which will have produced the final invoice. Once the balance has been paid, Agence Inspire Metz will provide the customer with the voucher to be given to service providers.

- **Excursion without accommodation:** the balance shall be paid no later than 10 days before the date the service will be provided, to Agence Inspire Metz which will have produced the final invoice. Once the balance has been paid, Agence Inspire Metz will provide the customer with the voucher to be given to service providers.

- "**No-catering**" guided tours: payment shall be made no later than 8 days before the date of the tour, to Agence Inspire Metz which will have produced the invoice. All bookings for "No-catering" guided tours not paid for by the day before the tour and with no information provided by the client, will be cancelled without prior notice.

In the case of *no-show* or cancellation by the day before the tour, 100 % of the fee will be charged.

- **Bookings for tours on the little sightseeing train:** payment shall be made no later than 10 days before the date of the tour, to Agence Inspire Metz which will have produced the invoice.

All bookings for little sightseeing train tours not paid for by the day before the tour and with no information provided by the customer, will be cancelled without prior notice.

Once the balance has been paid, Agence Inspire Metz will send the client a voucher to be handed to the driver of the little train on arrival. In the case of a *no-show* or cancellation by the day before the tour, 100% of the fee will be charged.

3.3 Late bookings

In the case of a booking made less than 30 days before the service's start date, the totality of the payment will be payable at the time of booking.

CLAUSE 4: VOUCHER

Once the balance has been paid, Agence Inspire Metz will send the client a voucher to be handed to the service provider on arrival.

CLAUSE 5: ARRIVAL

The client must arrive at the stated place, on the day and at the times stated in the contract. If the client is unable to do so or will arrive late, the client agrees to notify Agence Inspire Metz.

CLAUSE 6: MODIFICATION OF A SUBSTANTIAL ELEMENT OF THE CONTRACT

6.1 Changes by the client:

The contract is for a precise number of persons. If this number changes, Agence Inspire Metz reserves the right to amend or terminate the contract. The client cannot change the details of their stay without the agreement of Agence Inspire Metz. All services will be invoiced for the number of participants stated by the client. Any withdrawal occurring up to 7 clear days before the date of commencement of the service will be taken into account. After this time, withdrawals will not be taken into account. For changes made more than 30 days before the start date, a charge of €8 per package will be made, and for changes notified less than 30 days before the start date, a charge of €13 per package will be made subject to the agreement of the provider concerned.

6.2 Changes by Agence Inspire Metz:

If before the planned start date for the services Agence Inspire Metz is obliged to modify one of the essential elements of the contract, the client may, without prejudice to any claim for compensation for damage or loss suffered, and having been informed by Agence Inspire Metz by all appropriate means:

- either terminate their contract and receive an immediate refund of the sums paid, without penalty;

- or accept the change or substitution in the services offered by Agence Inspire Metz; in this case, an amendment to the contract setting out the changes made shall be signed by both parties.

If a substitute service is less expensive than the service booked, the overpayment will be returned to the client before the start of the services.

CLAUSE 7 - CASE OF AGENCE INSPIRE METZ BEING UNABLE TO PROVIDE THE CONTRACTED SERVICES DURING THEIR PROVISION

If, in the course of the provision, Agence Inspire Metz is unable to provide a substantial part of the services stated in the contract, representing a significant percentage of the fee paid by the client, Agence Inspire Metz, without prejudice to the client being able to claim compensation for any loss or damage suffered, will offer replacement services, without any additional charge to the client. If the service accepted by the client is of lower quality, Agence Inspire Metz will refund the price difference. If Agence Inspire Metz is unable to offer replacement services or if these are rejected by the client, Agence Inspire Metz will reimburse the client for the portion of the services not provided from the total price of the provision.

CLAUSE 8: CONTRACT CANCELLATION

8.1 By the client:

Cancellations must be notified by registered letter to Agence Inspire Metz. If the contract is cancelled by the client, the sum refunded by Agence Inspire Metz, excluding administrative costs (if these have been paid at the time of booking) will be as follows:

- cancellation more than 30 days before the start of the services: 10% of the fees will be retained;

- cancellation between the 30th and 21st day inclusive before the start of the services: 25% of the price of the booking will be retained;

- cancellation between the 20th and 8th day inclusive before the start of the services: 50% of the price of the booking will be retained;

- cancellation between the 7th and 2nd day inclusive before the start of the services: 75% of the price of the booking will be retained;

- cancellation less than two days before the start of the services: the whole amount of the pro forma invoice will be charged. In the event of a *no-show* by the client, no refund will be made.

Cancellation of a stay related to the "pass sanitaire" (Covid health pass) by a client does not in any case come within the scope of exceptional and inevitable circumstances or force majeure. The general terms of sale and the Tourist Code should then be applied if a client wishes to cancel their stay invoking application of the "pass sanitaire".

8.2 By Agence Inspire Metz:

If Agence Inspire Metz cancels the services before they commence, it must notify the client by all appropriate means.

Without prejudice to any claim for compensation for loss or damage suffered, the client will receive a full refund of the amount paid and will in addition receive compensation at least equal to the penalty the client would have paid if it had cancelled the contract on this date.

These arrangements will not apply if an amicable agreement is reached whereby the client accepts a substitute service offered by Agence Inspire Metz.

8.3 Special terms and conditions for the Centre Pompidou-Metz

- Tickets issued cannot be exchanged or refunded, unless cancelled by the Centre Pompidou-Metz. The fees attached to the issuing of tickets are not refundable.

- Tickets for booking a facilitator at the Centre Pompidou-Metz for guided tours must be issued no later than 60 days prior to the visit. These tickets cannot be changed or refunded.

CLAUSE 9: DELAY

For bookings including a guided tour, the guide will wait for the client for a maximum of one hour and the tour will be shortened by the time equivalent to the delay. However, if the group extends the tour - with the agreement of the guide and according to their availability - beyond the time initially fixed, an additional charge will systematically be made for the extra time.

After waiting for one hour and if the guide has not heard from the group, their availability will end and the whole of the tour must be paid for.

CLAUSE 10: CHARGES AND PAYMENT METHODS

- The charges of Agence Inspire Metz include VAT at the rate applicable at the time of the booking. Group rates are available on request and a quote will be given setting out the special conditions of sale. Charges and services may change as a result of fluctuating economic conditions.

Payment methods:

- in cash
 - by bank cheque (cheques must be crossed) made out to Agence Inspire Metz;
 - by Chèques Vacances holiday vouchers;
 - by bank card (in person or remotely);
 - by bank transfer;
 - order forms accepted for schools and French administrative bodies.
- Bank charges associated with the payment of invoices and down payments are the responsibility of the client.

CLAUSE 11: INTERRUPTION OF THE SERVICES

If the services are interrupted by the client, no refund will be made.

CLAUSE 12: INSURANCE

Clients will be responsible for all loss or damage resulting from their acts. Clients are advised to take out civil liability insurance.

CLAUSE 13: HOTELS

- Prices include payment for the room and breakfast, or half-board, or full board. Unless otherwise stated, they do not include drinks with meals, or extras.
- In the case where one guest occupies a room intended for two, they will be charged a single-room supplement.
- The client shall pay the local tourist tax directly to the host.

CLAUSE 14: OTHER SERVICES

The terms and conditions relating to other bookings will be sent by Agence Inspire Metz with the offer and description of the service provision. An insufficient number of participants may be valid grounds for cancelling certain types of provision. In this case, Agence Inspire Metz will return all sums paid. This case will not apply within 21 days of the start date for the services.

CLAUSE 15: DISPUTES

- Any complaint relative to a service must be submitted to Agence Inspire Metz by letter within 3 days following the start of the service. Any disputes regarding the application of these general terms and conditions will come under the competent jurisdictions.

- Agence Inspire Metz is registered on the register of travel and holiday operators - Atout France under No IM057170006 - Siret Company Registration No: 832 084 412 00010 - APE activity code: 7990 Z - The financial guarantee (amount: €30,000) is provided by GROUPAMA ASSURANCE-CRÉDIT & CAUTION, 8-10 rue d'Astorg, 75008 Paris, France - Professional Civil Liability Policy No 10133416104: Axa Christian BRET, General Agent, 34 avenue André-Malraux, 57000 Metz.

CLAUSE 16: PROTECTION OF PERSONAL DATA

- Data of a personal nature, communicated by clients, are processed by Agence Inspire Metz's Reception Service responsible for processing, to allow it to organise the guided tours, half-days and packages with or without accommodation.

- The data are entered into a database for managing client relations and held for five years from the end of the commercial relationship. Data for establishing proof of a right or of a contract, or retained in compliance with a legal obligation, may be held for a longer period and stored in accordance with current regulations (under the Commercial Code, Civil Code or Consumer Code).

- The data collected will not be transmitted to any third-party except to the suppliers of the services purchased.

- In accordance with the "data and freedom" law of 6 January 1978 amended on 7 October 2016 and the General Data Protection Regulation of 25 May 2018, the client has the right of access, correction, objection, restriction of processing, erasure and portability of their personal data that they have supplied to Agence Inspire Metz. If clients wish to exercise their rights, they should send a request giving their name, address and attaching a copy of their identity document (front and back): by email reservation@inspire-metz.com or by post to the following address: Agence Inspire Metz - Traitement des DCP - 2 place d'Armes J-F Blondel CS 80367 Metz cedex 1.

Last updated on: 6 August 2021.

These terms and conditions are subject to changes in legislation. Please refer to the website www.tourisme-metz.com/fr/forfaits-courts-sejours-pour-groupes.html or call us on 33 (0)3 8739 0102 - reservation@inspire-metz.com

A COVID-19 protocol has been in place for guided tours since 2020. An audiophone system is currently provided for guided walking tours. Each client must provide their own individual earphones (smartphone-type earphones). The protocol is updated as and when the situation changes. You will find the appropriate document on our website: www.tourisme-metz.com

INFORMATION FORM FOR PACKAGE TOUR AGREEMENTS WITH AGENCE INSPIRE METZ

The combination of travel services offered is a package within the meaning of European Directive (EU) 2015/2302 and article L.211 of the Tourism Code.

You will therefore benefit from all the rights granted by the European Union with regard to packages, as transposed into the Tourism Code. Agence Inspire Metz will be entirely responsible for the correct provision of the whole package.

In addition, as required by law, Agence Inspire Metz has protection in order to refund your payments and, if transport is included in the package, to repatriate you if it becomes insolvent.

Essential rights provided for by EU Directive 2015/2302 transposed into the Tourism Code:

- ▶ Travellers will receive all essential information on the package before signing the travel package contract.
- ▶ The organiser and the retailer will be responsible for the satisfactory performance of all travel services included in the contract.
- ▶ Travellers will receive an emergency telephone number or the details of a point of contact for contacting the organiser or retailer.
- ▶ Travellers can transfer their package to another person, giving reasonable notice and paying any applicable additional charges.
- ▶ The package price may only increase if specific costs increase (e.g. fuel costs) and if this possibility is explicitly mentioned in the contract, and cannot in any case be altered less than twenty days before the start of the package. If the price increase is more than 8% of the package price, the traveller may cancel the contract. If the organiser reserves the right to increase the price, the traveller is entitled to a price reduction if the corresponding costs are reduced.
- ▶ Travellers may cancel the contract without paying any cancellation fees and be refunded in full for payments made if one of the essential elements of the package, other than price, is significantly changed. If, before the start of the package, the professional responsible for the package cancels it, travellers may obtain a refund and, where applicable, compensation.
- ▶ Travellers may cancel the contract without the payment of a cancellation fee before the start of the package in exceptional circumstances, for example if there are serious security problems at the destination location which are likely to affect the package.
- ▶ In addition, travellers may, at any time before the start of the package, cancel the contract, paying the appropriate and justifiable cancellation fee.
- ▶ If, after the start of the package, important elements of the package cannot be provided as planned, other appropriate provisions must be offered to travellers, without any price supplement. Travellers may cancel the contract without the payment of a cancellation fee if the services are not performed in accordance with the contract, if this causes significant disruption to the provision of the package and if the organiser does not remedy the problem.
- ▶ Travellers are also entitled to a price reduction and/or compensation if the travel services are poorly provided or not provided at all.
- ▶ The organiser or retailer must provide assistance if the traveller is in difficulty.

If the organiser or retailer becomes insolvent, the sums paid will be refunded. If the organiser or retailer becomes insolvent after the start of the package and if transport is included in the package, the repatriation of travellers is guaranteed. Agence Inspire Metz holds protection against insolvency (financial guarantee) with GROUPAMA ASSURANCE-CRÉDIT & CAUTION, for a sum of €30,000. Travellers may contact this organisation if they are refused services due to the insolvency of Agence Inspire Metz: by post: 8-10 rue d'Astorg, 75008 Paris, France; by telephone on 00 33 (0)1 49 31 31 31; by completing a contact form via the following link: <https://www.groupama.fr/envoyer-un-message-a-un-conseiller-particuliers.html>, Website on which Directive (EU) 2015/2302 transposed into national law can be consulted: <https://www.legifrance.gouv.fr/eli/arrete/2018/3/1/ECOI1801883A/jo/texte>

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