



Les visites guidées d'Émilie,
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General terms of sale

Clause n° 1: Purpose

The general terms of sale below set out the rights and obligations of Emilie Saez, whose head office is located at 7 bis quai des étroits 69005 Lyon, France, and her clients within the framework of the sale of a guided visit service for tourists.

Any service fulfilled by Emilie Saëz therefore implies unreserved acceptance by the purchaser of these general terms of sale.

Clause n° 2 : Service offered, legal framework

"The guide-lecturer provides guided tours in French, a foreign language or sign language with the help of a translator, in an open or closed space. It orally brings to life mediation actions in the field of knowledge, intended for audiences in territories and heritage sites. This profession is regulated when it is exercised in a museum, a historic monument, a protected area or a territory labeled "Towns and Countries of Art and History". It is advisable to hold the professional guide-lecturer card ", Order of March 7, 2012 relating to the issuance of the guide-lecturer card.

Article L221-1 of the French Tourism Code, Modified by LAW n°2016-925 of July 7, 2016 - art. 109, Section 1: General provisions: "For the conduct of guided tours in French museums and historical monuments, natural or legal persons carrying out, including on an ancillary basis, the operations mentioned in I of Article L. 211 -1 may only use the services of qualified persons holding a professional guide-lecturer card issued under the conditions set by decree in the Council of State. The legal persons mentioned in III of Article L. 211-18 are not subject to this obligation. »

Note also the French legislation in terms of the sale of packages: Tourism Code, Article L211-2 to 6, excerpt: "II.-A.-Constitutes a tourist package the combination of at least two different types of travel services to purposes of the same trip or vacation stay, exceeding twenty-four hours or including an overnight stay, if: 1° These services are combined by a single professional, including at the request of the traveler or in accordance with his choice, before a contract including all these services is concluded"

Not having registration with Atout France, Émilie Saëz is not authorized to sell services of other service providers, such as a restaurant, admission to a museum or other related activity.

Clause no. 3: Availabilities and booking

The booking is made online.

Email: info@lesvisitesguideesdemilie.fr

Website: <http://guided-toursbyemilie.com/> by writing a message in the contact form. The service provider Emilie Saez commits herself to offering a confirmation of service, an availability and a day, then a precise quotation in a delay time of 72 hours. Any confirmation means that the quotation of prices and details of the service have been accepted.

A 50% deposit will be requested at time of booking. This deposit and the signed estimate

are valid for firm confirmation. Any order implies acceptance of the prices and description of the products available for sale. Ordering a service implies unreserved acceptance and full and complete adherence to these General Terms and Conditions of Sale, which prevail over any other document.

Clause n°: 4 Prices

4.1 Prices of the services

The prices of services sold are those in force on the day on which the order is accepted. They are given in Euros. The signing of a quotation confirms the proposed price.

Clients may consult the price grid on request or on the website. Prices are reviewed on an annual basis. Émilie Saëz's business is not subject to VAT. VAT not applicable - article 293 B of the CGI.

Prices are subject to seasonal variations. They apply from 1 January to 31 December, although a surcharge is applied on specific dates, such as 31 December, 1 January, 1 May, during the European Heritage Days (third week in September) and the *Fête des Lumières* (the four official days of the Festival of Lights). These days are subject to a special price grid, available on request.

Emilie Saëz reserves the right to change her prices at any time. She does however undertake to invoice the service at the price indicated when registering the order.

4.2: Extra hours

One extra hour shall be invoiced if requested at the last minute, during the same service. Emilie Saez reserves the right to refuse an extra hour. Any change in the service (time, details, number of persons) must be notified as soon as possible, and it will be subject to guide's availabilities and capacities.

4.3: Meal allowance

One meal should be offered to the guide on tours lasting more than five hours. Alternatively, a meal allowance of €18 may be invoiced. If the service lasts one day, the time during the meal is included in the price of the service. The price of the meal is not included in the quotation and must be paid by the customer.

Clause n° 5 : Terms of payment

5.1 Booking and deposit

A deposit of 50% of the total amount of the invoice is required at the time of booking to confirm the service. The remainder is due once the service has been performed. The booking of a service is final as soon as the quotation has been sent and signed by the client, with the mention "Written for acceptance", and when a deposit of 50% has been paid.

The deposit can be paid by bank transfer or by cash on the day of the service.

As soon as the deposit has been paid, a service confirmation will be written by email to the customer.

Emilie Saez won't have the obligation to do the service if the deposit has not been paid.

5.2 The balance outstanding and payment delay

An invoice will be sent after the service of a guided tour for account settlement. This payment must be paid 30 days after the invoice's issue.

In the event of total or partial non-payment of the service 60 days after the date of delivery, the purchaser must pay Emilie Saëz a 30% late payment penalty.

This penalty is calculated on the outstanding amount due and shall apply as from the due date of the price, without any formal notification being required.

If the purchaser has not paid the outstanding amount due 30 days following application of the "Late payment" clause, the sale shall be terminated as of law and may entitle Emilie Saëz to damages.

5.3 : Retention of title

If the purchaser is the subject of court-ordered administration or liquidation proceedings, Emilie Saëz reserves the right to claim payment for the service, as part of the insolvency proceedings.

Clause n° 6: Terms of cancellation

The cancellation of the service by Emilie Saez or by the customer after the booking confirmation

6.1 : Cancellation due to Emilie Saez

Emilie Saez commits herself to being at the meeting point on the day and on time written on the quotation. In case of force majeure or exceptional event which doesn't allow Emilie Saez to provide the service (illness or accident), Emilie Saez can offer the service of another professional guide who can replace her. The customer can accept or refuse this offer. If the client refuses the replacement, the entire reimbursement paid back to him

6.2 Cancellation due to the customer

Less than 15 days before the service: is payable in 50%, except in cases of force majeure. Any service canceled within three days (72 hours) preceding the service is fully due, except in cases of force majeure.

If the customer cancels the service after the meeting time or if he wasn't on the meeting point, no reimbursement will be paid back. The service is payable in full. The end of the service is on the time written on the quotation.

The customer must make sure to be on time and on the proper meeting point. The responsibility of Emilie Saëz may not be invoked if the late performance of the service is due to late arrival by the client. The time lost on account of this delay shall be invoiced as if the client had arrived on time. The time set for the end of the service shall remain that set out in the contract at the time of accepting the order.

Clause n° 7 : Changing in the details of the service

Any modification in the guided tour (time, last, details of the itinerary, number of persons...) must be notified as soon as possible and Emilie Saez will make it allowance under the condition of the guide's availabilities.

In case of late arrival at the time of the service:

- the group is late :

The guide stays waiting for the group during 30 minutes after the meeting time written on the confirmation. The visit will be shorter and will end on time written on the confirmation. Beyond 30 minutes of waiting, the guide reserves the right to cancel the service and without any reimbursement being made on the costs advanced by the client.

- The guide is late :

The group will wait for the guide during the 30 minutes after the meeting time. Under the condition of availabilities of the group and the guide, the duration of tour will be extended of the duration of the delay (with a tolerance of 10 minutes).

In case of disagreement, the tour will end as expected and Emilie Saez will offer a discount.

If the guide is late more than 30 minutes, the group can cancel the service and has the right to claim a reimbursement. This reimbursement can't be more than 50% of the initial price and will be also applied if the guide did not come.

Clause n° 8: Guided visits in museums

The maximum duration of guided visits in museums is two hours. Groups are limited to 20 persons.

Emilie Saëz cannot be held liable for any damage caused to property by visitors in museums during guided visits.

The responsibility of Emilie Saëz may not be invoked if a tourist site with an entrance fee scheduled as part of the client's visits, such as a museum, decides to change opening times unexpectedly, without having warned the public in advance.

Clause n° 9: Force majeure

Force majeure means any external, unforeseeable and unavoidable event in the sense of article 1148 of the French Civil Code

Clause n° 10: Civil liability

Emilie Saëz cannot be held responsible for the inappropriate behavior of clients during a guided visit or accompaniment, or any damage caused to the property of third parties.

Clause n°11: Securing people in the case of coach tours

For the legislation relating to the transport of people and the safety of the members of the group as well as the accompanying person, please refer to the transport code, Order of July 2, 1982 relating to public transport of people. Consolidated version as of July 31, 2009. Note, for example, that the guide must have a secure seat and be fitted with a seat belt. It is strictly forbidden for the guide to sit in the aisle, at the front or in front of the back door.

Clause n°12: Insurance

In the event of an accident during the service, involving the guide, the clients or any third parties, Emilie Saëz and her client may make a claim to their insurance companies. The civil business liability of Emilie Saëz is covered by Axa, in Lyon.

Clause n°13: Personal data

Subsequent to email bookings, the personal data (first name, last name and email address) of clients is collected as part of a distribution program. Under the French Data Protection Act (6 January 1978, amended in 2004) however, you may access and correct any information concerning you. You may exercise this right by sending a simple request by letter or email.

Clause n°14 : Jurisdiction

Any dispute related to the interpretation and performance of these general terms of sale shall be subject to French law. If it cannot be resolved amicably, the dispute shall be brought before the Commercial Tribunal at *44 rue Bonnel 69433 LYON CEDEX 03*.

Clause n°15. Mediation

In accordance with Articles L.616-1 and R.616-1 of the Consumer Code, our company has set up a consumer mediation system. The chosen mediation entity is: SAS CNPM - MÉDIATION - CONSUMPTION. In the event of a dispute, the consumer may file their complaint on the site: <http://cnpm-mediation-consommation.eu> or by post by writing to CNPM - MÉDIATION – CONSUMPTION / 27, avenue de la Liberation – 42400 SAINT-CHAMOND

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Emilie Saëz