



Emilie

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General terms of sale

Clause no. 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 no. 2: 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.

Clause no. 3 Prices

3.1 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 and include all taxes.

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.

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.

3.2: 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.

3.3 : Discounts and rebates

The prices proposed include any discounts and rebates that Emilie Saëz may award on the basis of her results or payment by the purchaser of certain services.

3.4: Cash discounts

No cash discounts shall be granted for early payment, except in the case of force majeure.

Clause no. 4: 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 no 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 no. 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 is paid back to him.

6.2 Cancellation due to the customer

30 days before the service : the invoice is payable partly (30%) of the price written on the signed quotation.

Between 15 and 30 days before the service: the invoice is payable partly (50%) of the price written on the quotation

Less than 15 days before the service: is payable in full (100%), 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 no. 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 stay 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.

- 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.

In case of disagreement, the tour will end as expected and Emilei 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 no. 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 no. 9: Force majeure

Times are proposed on an amicable basis at the time of issuing the quotation and can be adjusted according to the interest of clients on the day of the service.

The responsibility of Emilie Saëz may not be invoked if non-performance or late performance of any of the obligations set out in these general terms of sale result from a case of force majeure. As such, force majeure means any external, unforeseeable and unavoidable event in the sense of article 1148 of the French Civil Code

Clause no. 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 no. 11: 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 no. 12: 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 programme. 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 no. 13 : 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*.

Issued in Lyon, 6th November 2018

Emilie Saéz