

TERMS OF SALES INDIVIDUALS

Article 1 - LEGAL FRAMEWORK

Rodez agglomeration organizes visits and workshops for all audiences as part of the Pays d'art et d'histoire label.

The community is responsible to its users for the execution of the obligations arising from these conditions of sale.

These services are offered as part of the Pays d'art et d'histoire label, obtained by Rodez agglomeration on November 14, 2013, and governed by the agreement signed in February 2014 with the Ministry of Culture.

The sale of services is regulated by the revenue management of ticket sales for the visit and access to the services offered to the public of the museums and the Rodez Agglomération tourist office.

The tourist office is the customer's preferred contact and the marketing operator.

Article 2 - SALE

2-1 Please note that any order for one or more services from Rodez agglomeration assumes the customer's acceptance without restriction or reservation of these general conditions of sale. These can be consulted either at the Tourist Office counter, at the museum counters in Rodez agglomeration, or on the pages of the website <https://billetterie.rodez-tourisme.fr/> or sent by email on simple request.

Therefore, the customer acknowledges having perfect knowledge of these general conditions of sale and accepts them without any restriction.

2-2 Purchase

Any purchase is firm and definitive unless the right of withdrawal provided for in article 2-3 is exercised, or cancellation under the conditions provided for in articles 7 and 8 of these general conditions of sale.

2-2-1 Terms of purchase

The purchase of the services offered by Rodez agglomeration can be made in different ways depending on the type of service : either at the Tourist Office counter, or on the website <https://billetterie.rodez-tourisme.fr/>

2-2-2 Special provisions for online purchases

2-2-2-1 The descriptions and photographs of the services referenced by Rodez agglomeration, appearing on the website are purely informative and are not contractual. If the customer does not consider himself sufficiently informed about the characteristics of the services he wishes to order, he can, prior to placing an order, request additional information on these services from the Tourist Office.

2-2-2-2 The sale becomes firm and final when the customer has validated the reservation page on the website on which the summary of the services ordered appears and has paid the entire price of the services ordered. Once the sale is validly formed, it can no longer be subject to any modification or cancellation by the customer, subject to the implementation of his right of withdrawal under the conditions defined below in Article 2-3 or agreement of the parties and subject to the provisions of Articles 7 and 8.

2-3 Right of withdrawal

In accordance with legal provisions, the customer has the right to withdraw. The customer has a period of 7 clear days from the date of purchase of the service. In order to exercise their right of withdrawal, the customer must send a written letter by post or e-mail to the Tourist Office – 14 place Eugène-Raynaldy, 12 000 RODEZ, E-mail : rodezbilletterie@rodezagglo.fr

In execution of this right of withdrawal, the customer can cancel the services ordered without any penalty. In the event of exercising the right of withdrawal, Rodez agglomeration undertakes to reimburse the customer as soon as possible.

Article 3 - PRICE

3-1 Unless otherwise stated, prices are displayed in Euros, VAT included.

3-2 Payment for the services ordered is made at the time of booking.

Article 4- CONDITIONS FOR PROVIDING SERVICES

4-1 The duration of each service is that stipulated at the Tourist Office counter or on the website. The customer may not, under any circumstances, claim any right to remain in the premises at the end of the service. For the services to be properly carried out, the customer must appear on the day and at the times mentioned on the voucher.

4-2 The times indicated must be respected in order to guarantee the smooth running of the service. In the event of a delay and without any indication from the customer regarding their arrival time, the reservation will no longer be guaranteed. If the service provider is obliged not to wait for late customers, the service will not be reimbursed.

Article 5 – MODIFICATION BY RODEZ AGGLOMERATION OF A SUBSTANTIAL ELEMENT OF THE SERVICE

When, before the scheduled start date of the service, Rodez agglomeration finds itself forced to make a modification to one of the essential elements of the contract, the customer can cancel his purchase and obtain a refund of the sums paid. If the customer wants a service other than that initially planned, he will have to purchase this new service.

Article 6 – CANCELLATION BY THE CUSTOMER

6-1 Any total or partial cancellation must be notified by telephone on +33 5 65 75 76 77 and by email : rodezbilletterie@rodezagglo.fr indicating the reservation number and the name of the customer.

6-2 The purchase of services is subject to the rules cited below :

- For the 3 Museums Pass ticket, the ticket is valid for 1 month from the date of purchase. It is non-modifiable and non-refundable.
- For guided tours and audio guides, tickets are non-modifiable, non-cancellable, non-refundable (except for the right of withdrawal under the terms of article 2-3).

Article 7 – CANCELLATION BY RODEZ AGGLOMERATION

7-1 Insufficient number of participants may be a valid reason for cancellation for certain types of services. In this case, Rodez agglomeration returns to the customer all of the amounts paid by the customer.

7-2 In the event that Rodez agglomeration is prevented from honoring its commitments in the event of force majeure, it reserves the right to cancel the reservations in return for full reimbursement of the sums paid, excluding any other claim on the part of the buyer.

7-3 Rodez agglomeration cannot be held responsible for the consequences of non-performance of the contract concluded in the event of unavailability of the service (cancellation due to the event or site manager), in the event of force majeure, occurrence of a pandemic, social disruption or total or partial strike, particularly of means of transport and/or communications, flood, fire.

Article 8 – RESPONSIBILITY

8-1 The Tourist Office is the customer's contact.

8-2 Rodez agglomeration is responsible to the customer for the execution of the services ordered and the obligations arising from these general conditions of sale.

8-3 Rodez agglomeration programs depend on the opening days and hours of the various monuments, museums and establishments. In the event of an unforeseen closure, Rodez agglomeration cannot, under any circumstances, be held responsible for the non-implementation of a program which is not due to its own actions.

8-4 Rodez agglomeration cannot be held responsible for the total or partial non-performance of the services ordered or the total or partial non-compliance with the obligations stipulated in these general conditions of sale, in the presence of fortuitous events, cases of force major, poor execution or faults committed by the customer, or unforeseeable and insurmountable acts of a third party unrelated to the provision of services.

Article 9 – FORCE MAJEURE

9-1 Force majeure means any event external to the parties which is both unpredictable and insurmountable and which prevents either the client or Rodez agglomeration from performing the services. This will particularly be the case with regard to transport strikes, demonstrations, exceptional weather conditions (storms, etc.).

9-2 The occurrence of a case of force majeure suspends the obligations herein affected by the latter and exempts from all liability the party who should have performed the obligation thus affected. Rodez agglomeration reserves the right to cancel any reservation in the event of force majeure and to change the date. If Rodez agglomeration is obliged to cancel the service before the client can begin the activity, a postponement of the activity will be offered.

Article 10 - INSURANCE

Rodez agglomeration has taken out financial guarantee insurance with Groupama insurance-credit & surety Contract number 400717744 /0 located at 132, rue des Trois Fontanot – 92 000 NANTERRE

Article 11 - DISPUTES

Any complaint must be sent within three days from the date of termination of the service, by registered letter with acknowledgment of receipt, to Rodez Agglomération, avenue Aristide-Briand CS53531 12035 RODEZ Cedex 09.

No complaint can be admitted without compliance with this procedure.

In the event of a complaint, the parties will attempt to find an amicable agreement. In the event of persistent disagreement or one month after receipt of the referral letter, Rodez Agglomération undertakes to submit the dispute to a jointly chosen conciliator. Once appointed, this conciliator will have three months to reach a solution. Failing this, each party will be free to initiate litigation.

In the event of disputes, the general conditions of sale are subject to French law. Any dispute relating to their interpretation and/or execution falls to the Administrative Court of Rodez.

Legal notices – Personal data respect policy

We use your data for the purpose of managing customer files, tracking orders, payments and customer relations, carrying out commercial prospecting and personalizing our offers.

We do not sell, trade or share your data. However, you can exercise your right of access to data concerning you and have it rectified if you feel the need.

If we have collected your data at a given period but there has been no request of any kind from you, we delete this data after 3 years.

The customer acknowledges having read and accepts these general conditions of sale.