

EXTRACT FROM THE GENERAL CONDITIONS OF SALE AND USE

Version 13.09.2021

1. Preamble

This extract from the general conditions of sale and use is provided for guidance, but only the general conditions of sale and use written in French shall be authoritative and shall govern relations between the client and the Office du Tourisme et des Congrès.

These general conditions of use, which are subject to change at any time, shall apply to all our services whether available directly or indirectly (through our partners). By accessing our Internet booking platform, making searches thereon, using it and/or making a booking thereon, you declare that you are aware of these general conditions of use, understand their scope, and you consent to them.

The Partners' special conditions, indicated in the description of the sales services, also apply to the offer for sale and the supply of Services, on terms and according to procedures identical to those of the General Conditions.

The User shall be financially liable for his actions on the Website, and particularly for the use made of his User name and password. The User also warrants the truth and accuracy of the information concerning him supplied to the Website.

2. Prices

The prices shown on our Internet platform include VAT and all other taxes (subject to change), unless otherwise stated on our website or in the e-mail confirming the booking, and these prices exclude the tourist tax (taxe de séjour).

The prices of the Services are subject to revision either upwards or downwards in the event of changes in the amount of tax and with foreign-exchange fluctuations.

The price of services booked shall correspond to the price displayed on-line, except in the event of obvious error.

Prices may change at any time. However, such changes shall have no impact on services already booked. Despite sustained efforts, some services may occasionally be displayed on the website at the wrong price. The Office du Tourisme et des Congrès reserves the right to correct any pricing error on the Internet platform and/or in the pending bookings displaying the erroneous price. In these circumstances, we shall give you the option of retaining your booking pending amendment and paying the amended price, or cancelling it without penalty. The Office du Tourisme et des Congrès shall not be bound to supply services at an incorrect (lower) price, even if you have received confirmation of your booking.

Accommodation prices are guaranteed up to the final date for booking indicated on the booking platform. After that date, accommodation providers may freely allocate unutilised rooms as concerns their respective establishments, on the basis of availability, and may apply pricing that may differ at any time according to establishment occupancy to rooms they wish to leave offered for sale on the booking platform.

3. Terms and procedures for payment

On-line payment by the User shall be exclusively by banker's card.

The cards accepted for payment on the website are those of the CARTE BLEUE/VISA and EUROCARD/MASTERCARD networks.

If the User is unable to pay by bank card, he may pay for his booking by cheque (drawn on a bank established in France) or by bank transfer. In this case, the payment must reach the Office du Tourisme Incoming department within 7 (seven) days of the booking form being confirmed and no later than 30 (thirty) days before the start of the service. Unless these time limits are adhered-to, the bookings may be cancelled by the

Incoming department (without prior warning or notice of default) if the amount or amounts requested is/are not received.

All orders, regardless of their geographical origin, are payable in euros.
All foreign-exchange costs and charges are for the User's account.

The User's bank account shall be debited with the total amount of the order upon final confirmation of the transaction.

Upon completion of each transaction, the User shall receive acknowledgement of booking and payment.

4. Cancellation

By booking a service, you acknowledge that you have read and consented to the conditions for cancellation and no-show.

Please note that for some services, the booking can be neither cancelled nor modified. We therefore recommend that you familiarise yourself with the conditions for each service, as indicated in the description, before making your booking, and with the conditions of sale.

Bookings requiring prepayment may be cancelled by the Incoming department (without prior warning or notice of default) if the amount or amounts requested are not received in full at the date of payment agreed, in accordance with the payment terms of the establishment and the corresponding booking terms. You shall be considered liable for any delay in payment, any erroneous or invalid bank-account, credit-card or debit-card details, or any insufficiency of funds, and you may claim no refund of any (non-refundable) repayment unless otherwise stated in the (pre-)payment and cancellation terms of the establishment.

The order confirmation, summarising the basic ordering information such as indication of the Service(s) ordered and the price, shall be available on conclusion of the transaction, and the User is advised to print a copy thereof.

Except upon contrary proof, the data recorded by the Office de Tourisme et des Congrès shall constitute proof of all the orders transacted between the latter and Users.

**All cancellation or modification requests must be sent by e-mail to the Incoming department of the Office de Tourisme et des Congrès:
ventes@ajlp-congres.com.
Tel.: 00 33 (0)4 22 10 60 19 or 00 33 (0)4 22 10 60 41**

Concerning accommodation bookings, any booking modification or cancellation less than 7 (seven) working days before your scheduled date of arrival at the establishment booked must be transmitted to the Incoming department of the Office de Tourisme et des Congrès **and to the accommodating establishment.**

In all cases, a confirming acknowledgement of receipt must be issued by the Incoming department or the accommodating establishment for the validity of any written request to modify or cancel a booking.

In the event of a supplier failing to fulfil the contract through unavailability of the goods or service ordered, the User shall be informed of such unavailability and the supplier may supply goods or service of equivalent quality and price. Otherwise, the User may obtain without penalty the immediate refund of the sums paid for the goods or service ordered.

In these circumstances, neither party shall be entitled to any compensation, nor incur any liability through the cancellation or modification of services.

Pea of necessity : (force majeure):

In case of absolute necessity, the respective sales conditions of the service provider booked (hotel, leisure and entertainment agency, transfer company...) will apply.

Cancellation fees for accommodation services:

Except as specially provided and indicated on the website prior to booking, any modification of the length of stay or any booking cancellation shall entail the charging of a cancellation fee on the following basis:

- 30 days to 15 days before the arrival date: 50% of the amount of the cancelled stay shall be invoiced
- From 14 days to the date of arrival, and no-shows: 100 % of the amount of the cancelled stay shall be invoiced

Cancellation fees for non-accommodation services:

Except as specially provided and indicated on the website prior to booking (description of the service or conditions of sale), the services booked cannot be refunded in the event of cancellation by the User.

Nevertheless, for services requiring a minimum number of participants that is not reached, or for services subject to weather conditions, a refund may be claimed from the Office de Tourisme et des Congrès. Accordingly, the Office de Tourisme et des Congrès strongly advises the User to contact the Incoming department or the organiser, at least 24 hours before the beginning of the service, to know whether it is being maintained.

Refund:

In all cases (whether accommodation or non-accommodation services), in the event of services being refunded to the User within the prescribed conditions for cancellation, all sums previously paid shall be re-credited to the account (corresponding to the bank card used when ordering in the case of bank card payments), and the refund shall be made only in favour of the initial purchaser of the service.

In the event of cancellation initiated by the User, any bank charges incurred in collection (where the service is paid-for by bank card) or transfer shall be for the User's account and will be deducted from the refund amount.

The refund for cancelled services shall be made to the User of the services in accordance with the rules of the Office de Tourisme et des Congrès.

5. Conference bookings

Concerning conference booking, the organiser's conditions for sale and cancellation are stated on the payment page after completion of services bookings and before confirmation of your payment. We advise you to acquaint yourself with those conditions before final confirmation of your bookings.

6. Accommodation service

Taking possession of rooms

It should be recalled that rooms are usually unavailable until 3:00 p.m. onwards, and that they must be vacated before 11:00 a.m., regardless of the time of arrival or departure of the means of transport used.

Single rooms usually contain a single bed (for one person). Double rooms have either twin beds or a double bed.

Tourist tax (taxe de séjour)

The tourist tax must be paid by the User accommodated in one of the following facilities: a hotel, tourist residence, furnished tourist accommodation, guest room or bed-and-breakfast (chambre d'hôte), or other type of accommodation.

The tax is chargeable per person and per night and its rate depends on the accommodation type and category.

The amount of the tourist tax relating to your accommodation booking shall be paid to the accommodating establishment on your departure.

7. Security and personal data

Secure payment system

This website has a secure payment system using SSL encryption that guarantees total confidentiality of the User's banking information.

For these payments, the Office de Tourisme et des Congrès uses the PPPS solution supplied and developed by Paybox.

Personal data

For the processing of the order, the User may be required to communicate certain personal data which may be used by the Office de Tourisme et des Congrès for managing his order or the sending of newsletters.

Pursuant to the General Data Protection Regulation, the User has a right of access, a right to additional information, rectification and, where applicable, objection to the data concerning him. The User may exercise that right at any time by sending an e-mail to the DPO) dpo@antibesjuanlespins.com.

8. Contacting the OTC Sales Office

The Sales Office may be contacted by telephone, from Mondays to Fridays, from 9:00 a.m. to 12:30 p.m. and from 1:30 p.m. to 5:00 p.m., on the following telephone number: 00 33 (0)4 22 10 60 19 or 00 33 (0)4 22 10 60 41

or by e-mail: ventes@ajlp-congres.com.

9. Liability and guarantees

For the website

The User declares himself acquainted with the characteristics and limits of the Internet, particularly its technical performance, the response times for consulting, interrogating or transferring data and the inherent risks to communication security.

For the Services

The organisation and running of the services are on the sole liability of the partner service providers.

The User acknowledges that the Office de Tourisme et des Congrès acts merely as an intermediary and accordingly, may in no circumstances incur any liability in respect of the contract for Services concluded by the User with one or more Partners.

10. Applicable law

The sale of services performed using the Internet platform of the Office de Tourisme et des Congrès is governed by French law. The French courts shall have jurisdiction in the event of any disputes.

