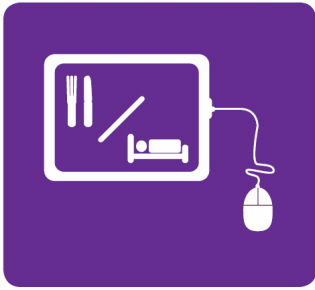


# GENERAL CONDITIONS OF SALE

## LYONRESA



### CONTACT

E-mail: [resa@lyon-france.com](mailto:resa@lyon-france.com)

Tél. 33 (0)4 72 77 69 69

Fax. 33 (0) 4 72 77 62 47

Lyon Tourisme & Congrès  
Place Bellecour BP 2254  
69214 LYON CEDEX 02 France  
[www.lyon-france.com](http://www.lyon-france.com)

### Article 1 : General Provisions

In the framework of the law of 13 July 1992, authorized Tourist Offices can book and sell all types of services, leisure activities and accommodation of general interest as part of their services. They facilitate the procedure for the general public by offering a choice of services. The Tourist Offices are local tourist bodies placed at the disposal of service providers who are not part of them but who have concluded an agency agreement with them. **In this framework the Tourist Office wishes to be able to sell, via the Internet, various services reserved for private individuals, on an individual basis, the said services to be governed by these general conditions of sale.**

All purchases and orders of services is solely reserved to users who have read and accepted the full Terms and Conditions by ticking the box that confirms your acceptance or clicking on the link that will alternatively lead you to the same page. If you do not agree with these terms and conditions then you are not authorised to use this web site. These terms and conditions equally depend on the availability of the service providers and any certain specific conditions made by such tourist partners/providers concerning these services will be clearly indicated on the service/product description and on the reservation confirmation. Your use of this website, whether purchasing or making reservations constitutes your agreement to all such terms, conditions and notices.

The User should be at least 18 years of age and possess the legal authority to enter into this agreement and to use this web site in accordance with all terms and conditions.

Except in cases of fraud, when it can be proven, the user agrees to be financially responsible for all use of this web site, notably the use of the web site under your user name and password. He/she also guarantees the accuracy of their information that they provide on the website. Any use of website which would be fraudulent or considered to be fraudulent, which contravenes these present Terms and Conditions will mean that the User will be refused access to the services offered by our partners and other functions of the website.

### Article 2 - Responsibility

The Tourist Office offering services to a customer is the sole contact for the latter and answers to him/her for the performance of the ordered services and the respect of the obligations stemming from these conditions of sale. **The Tourist Office cannot be held responsible for the total or partial non-performance of the ordered services or the total or partial non-respect of the obligations stipulated in these general conditions of sale,** in the case of fortuitous event, force majeure, bad performance or faults committed by the customer or unexpected and uncontrollable actions by a party not involved in the provision of the services.

### Article 3 - Conclusion of the contract

**Any online order implies the acceptance, without restriction or reservation by the customer, of these general conditions of sale, which are displayed and can be consulted on the pages of Lyon Tourisme & Congrès and LYONRESA.** The Greater Lyon Convention and Tourist Office makes information available on the Website to help visitors find what they are seeking. The descriptions and photographs of the services given on the Website are solely designed to give an idea of the chosen service provider and are only provided for information and to give some insight into the category and level of standing of a service. If the customer does not consider that he/she is sufficiently informed on the characteristics of the services that he/she wishes to order, he/she can, before placing any order, request further information on these services from the Tourist Office.

By placing an order, the customer implicitly acknowledges to have obtained all desired information on the nature and characteristics of the ordered services. The service contract becomes firm and definitive when the customer has validated his/her booking page on the Website where the recap of the ordered services appears. Until these conditions are fulfilled, the service contract shall not be considered to be concluded and the Tourist Office shall, in no way, be bound to perform the ordered services. The validation of the order on the Website and the payment of the full price of the ordered services shall be made at the hotel according to the conditions specific to the establishment.

### Article 4 - Written Confirmation

The Tourist Office undertakes to confirm to the customer, by e-mail or, failing this, in written paper format, at the latest before the start of the ordered services, the conditions and terms for exercising the right to retract from which the customer benefits, the address to which the customer can present his/her complaints and the conditions relating to the commercial guarantees from which the customer benefits. The said confirmation is made by forwarding these General Conditions of Sale that contain all these details.

### Article 5 - No right to retract

The legal provisions relating to remote selling provided for in the Consumer Code specify that the right to retract is not applicable to tourist services (article L 121-20-4 of the Consumer Code). Consequently, for any order for the provision of a service made with the Greater Lyon Convention and Tourist Office, you do not benefit from the right to retract **Lyon Tourisme et Congrès (The Greater Lyon Convention and Tourist Office) Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France – Tél. 33 (0)4 72 77 69 69 Fax 33 (0)4 72 77 62 47 – E-mail: [resa@lyon-france.com](mailto:resa@lyon-france.com)**

### Article 6 - Price - Payment

Unless otherwise indicated on LYONRESA, the prices given on the Greater Lyon Tourist and Convention Office Website are in Euros, **include VAT and do not include booking, delivery or issue costs. Additional local taxes payable on the spot may be imposed by local authorities (tourist tax, resort tax, etc.) and are payable by you.**

The prices correspond to the stipulated services as they have been described on the Website. The Greater Lyon Tourist and Convention Office reserves the right to modify, at any time, the price of its services in agreement with the service provider. In the case of modification, the price applied shall be the price in force on the date of validation of the "Shopping Basket" page of LYONRESA. Prices shown on LYONRESA can be changed at any time without prior notice, however such modifications will not apply to previously made and accepted reservations, except if these modifications take effect more than 30 days before the planned date. **Please note that there may be taxes levied abroad but not paid at the point of purchase that are payable in relation to your hotel booking e.g. local taxes, sales tax etc. Any local taxes will be payable by you directly to the hotel at the time of check in/checkout and according to the number of people and the number of nights stayed.**

The booking confirmation corresponding to the ordered services shall be sent by e-mail or, failing this, in written paper format **Lyon Tourisme et Congrès (The Greater Lyon Convention and Tourist Office) Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France Tél. 33 (0)4 72 77 69 69 – Fax 33 (0)4 72 77 62 47 – E-mail: [resa@lyon-france.com](mailto:resa@lyon-france.com)**

The payments made on the Website shall be by credit/debit card (Carte Bleu, Visa and Eurocard/Mastercard are accepted) through the intermediary of a secure payment system.

When making a reservation or booking, the client is in direct contact with the secured payment system of Greater Lyon Tourist and Convention Office, which guarantees the confidentiality of all information provided. **The secure payment system validates the bank card used for the transaction before granting the authorisation of payment and it will automatically confirm the acceptance/decline.**

**6-1. For accommodation – Booking "Guaranteed by Customer": The payment of services ordered will be carried out by a bank/credit card directly made to the hotel, either at check in (arrival) or check-out (departure).**

**6-2. Reservations of Accommodation, Products & Tourist Services and packages "Credit card will be charged upon reservation – Prepaid": The payment of your stay is made by your banks transaction when the booking is made.**

### Article 7 - Conditions concerning the performance of the services

The duration of each service is specified on LYONRESA. Taking into account that this is fixed, it shall not, in any circumstances, be extended beyond the expiry date of the service. **For the correct performance of certain services, the customer must show up on the specified day at the indicated times or directly contact the service provider. Conditions concerning the performance of the services. All bookings and reservations are final (however cancellations can sometimes be possible, see relevant terms and conditions in article 9).** The current Terms and Conditions are valid up until and including 31/03/2010. This edition cancels and replaces previous versions.

#### 7-1. Accommodations

When reserving rooms or accommodation, we strongly advise all clients to directly inform the hotel or establishment of your arrival time. **If the client fails to inform the accommodation establishment of their arrival, the reservation is not guaranteed beyond 6.00 pm.** Reminder: certain hotel establishments do not offer a night-time check-in service or reception, therefore it is your responsibility to take relevant measures.

#### 7-2. Products & Tourist Services and packages

**The hours and schedules indicated should be respected in order to guarantee the smooth running of the tourist service/event.** In the event where the client is late, without him/her informing the service provider of their arrival time, the reservation will only remain valid if the tourist provider accepts it out of a gesture of goodwill. In cases where the tourist provider is not at liberty to wait for clients and the activity is missed due to the client lateness, another date may be offered to the client. **If no other possible date can be made, the client is solely held responsible for being late and will be charged the full amount of the service.**

There may be instances when certain activities proposed by the providers and stated in the description on LYONRESA are cancelled, notably in reason of weather conditions, events beyond their control, services/ events outside of the high tourist season or if there is an insufficient number of participants in order for a particular activity to take place.

A cancellation of any type of activity in reason of an unforeseen event or in case of actions by a contractual third party the client will not in any situation receive compensation from the Greater Lyon Tourist and Convention Office.

### 7-3. Ticket office & Merchandising

**Tickets ordered are not sent by mail except in specific cases from certain tourist providers. In this event it is clearly stipulated in the product description and on the delivery and reservation notice that will accompany the dispatched ticket(s) to the delivery address provided by the User at the time of his/her order.** The delivery time indicated when tickets are ordered are the average times corresponding to the processing and the delivery time for France's metropolitan area or abroad. If ticket delivery is not possible due to an error made by the user concerning their personal information, or failure to indicate any special delivery requirements (door entry code, etc) the tourist providers concerned nor the Greater Lyon Tourist and Convention Office will be held responsible.

### 7-4. Greater Lyon Tourist and Convention Office's Products

**Upon purchase of a Lyon City Card 1 day, 2 days or 3 days, free admission to tourist sites and guided tours with these 3 passes are subject to availability. The Lyon City Card card is solely available by Greater Lyon Tourist and Convention Office, 69002 Lyon and in no circumstances are they sent by mail, nationally or internationally.**

**In the terms of the guided tours and visits, unless otherwise stated except by Tourist Office, the meeting point is situated at the reception of the Tourist Office- Place Bellecour 69002 Lyon. If this is not the case, the meeting point is to be clearly indicated on the description of the guided tour/visit. Visits and tours proposed all depend on days and opening hours of the different monuments, museums and other establishments. In unforeseen and unplanned closures, the Tourist Office will be in no case be held responsible for activities/events/visits that were unable to take place, and this closure will be considered as a fortuitous event.**

In the event of a cancellation made by the Tourist Office, it is our obligation to use all reasonable endeavors to notify client before the beginning of the service/event. The client will then be refunded and without penalty of the sum already paid. However, these provisions do not apply when the client is offered another guided visit/tour offered/proposed by the Tourist Office.

### Article 8 - Booking Confirmations

On validation of the booking, in the conditions fixed under article 3 of these general conditions of sale, the customer will receive by e-mail or in a written paper format ((Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France - Tél. 33 (0)4 72 77 69 69 - Fax 33 (0)4 72 77 62 47

E-mail : [resa@lyon-france.com](mailto:resa@lyon-france.com)) a booking confirmation that the customer must pass on to the relevant service providers.

**These booking confirmations can, however, depending on the time between the booking date and the date of stay, be directly handed over to the customer on his/her arrival at the Tourist Office or, failing this, the customer shall be able to provide his/her booking number indicated on the booking confirmation and show his/her passport to the service provider.**

### Article 9 - Cancellation / modification by the customer

All requests for cancellation must clearly indicate the booking number, and the name and other relevant personal particulars of the persons concerned by the cancellation. The cancellation by the customer of part of the ordered service is considered to be a partial cancellation.

**All requests of cancellation can only be accepted following a formally written letter posted and sent to LYONRESA - The Centrale de Réservation of the Greater Lyon Tourist Office and not to the tourist providers/companies themselves.** Any request for cancellation must be made by letter to the Greater Lyon Tourist Office Central Booking Office. In the case of cancellation by e-mail or fax, it is essential to forward to the Tourist Office the acknowledgement of receipt as proof of sending and the booking cancellation declaration (Fax: + (33) (0)4 72 77 62 47 – Email: [resa@lyon-france.com](mailto:resa@lyon-france.com) – Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France). In addition, when you make a modification on the Website, it is your responsibility to ensure that this modification does not have any repercussion on any other product or service that you have bought. The cancellation of a booking made through the Central Booking Office must be declared when the Greater Lyon Tourist Office is open (opening hours and days: daily from 9 a.m. to 6 p.m. except 25/12, 1/1 and 01/05).

#### 9-1. For accommodation Booking

**"Guaranteed by Customer" and "Credit card will be charged upon reservation – Prepaid"** In the case of total or partial cancellation by the customer, the Tourist Office shall apply penalties as of right to the customer in the conditions fixed hereinafter.

\* If the total or partial cancellation is made at least 48 hours before the start of the service (the time taken into account is fixed at 12 noon on the planned day of arrival), no penalty shall be applied and the customer shall not be invoiced for any amount. Except for some establishments for which policy might be different, as stipulated on their internet form and confirmation sheet.

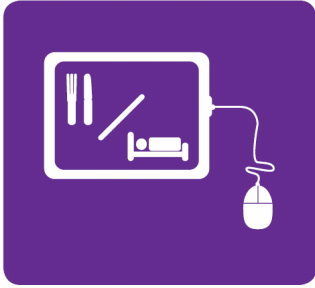
\* If the total or partial cancellation is made less than 48 hours before the start of the service, a penalty of 100% shall be invoiced to the customer. The same shall apply if the customer, although he/she has not cancelled all or part of the ordered services, does not show up for the performance of these.

\* In cases where a last-minute booking is made (less than 48 hours before the arrival date). All cancellations will automatically incur the full payment of the hotel's price a penalty of 100% shall be invoiced to the customer.

\* In cases where the guest doesn't cancel their booking or fails to show up, he/she will have to pay a penalty of 100% shall be invoiced to the customer ("No Show" penalty charge). The amount owed will therefore be taken from the bank card details that were initially provided.

# GENERAL CONDITIONS OF SALE

## LYONRESA



### CONTACT

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### 9-2. Bookings and reservations of Products & Tourist Services and packages

#### “Credit card will be charged upon reservation – Prepaid”

In the event of total or partial cancellation by the client, the Tourist Office has the right to incur penalties and fines to the client, according to the following conditions:

\* In the event of total or partial cancellation by the client, at least 72 hours before the beginning of the service/event (the hour taken into account is fixed at 12pm, midday) the expected date of arrival), no penalty charge will be made and the client will not be charged any amount for their booking. Except in conditions otherwise stated in the description of the tourist provider or upon the booking reservation.

\* In the event of total or partial cancellation by the client less than 72 hours before the beginning of the service/event the client is to pay a penalty of 100% shall be invoiced to the customer. The same applies if the customer although not having cancelled in whole or part the ordered services isn't present for these services/events.

\* If in the event that a last minute booking is made (less than 72 hours before the date of arrival), all cancellations will automatically incur the full payment of the service to be paid by the client. A penalty of 100% shall be invoiced to the customer.

\* In the event where the client doesn't cancel their booking or fails to show up, he/she will have to pay a penalty of 100% shall be invoiced to the customer (“No Show” penalty charge).

The amount owed will therefore be taken from the bank card details that were initially provided. In the absence of any particular provisions mentioned on the site before the reservation, any amendments (change of departure or return date, schedules, etc) or any cancellation made by the client incurs the full payment of the service (except in events beyond anyone's control).

#### 9-3. For all types of bookings and reservations

The cancellation conditions apply to all the tourist services/events on sale from the booking central, except in certain cases where certain stipulations are made in the company and product description upon the booking reservation.

Furthermore, in the event of reissue/reschedule of a ticket or of a new reservation following a cancellation or a modification made by the client, please be aware that the price of the new booking or ticket can be more than the first ticket or reservation.

### Article 10- Provisions specific to hotel accommodation bookings

As an exception to the provisions of article 3, if the customer only books one or more hotel rooms via the Website, with no other service, the booking becomes firm and definitive when the customer has validated the “Shopping Basket” page of LYONRESA and has communicated his/her credit/debit card number. Any booking cancellation must necessarily be declared to LYONRESA.

According to the same provisions under articles 3 and 6, the customer must not make the payment of the price of the rooms on the Website but directly to the hotel on his/her arrival.

**In the same provisions under article 7, concerning the booking of hotel rooms, the customer must arrive at the hotel no later than 6 p.m. on the day of his/her arrival (unless special conditions have been negotiated directly with the hotel), since after this time the booking is no longer guaranteed, and the customer must leave the rooms at the latest by 12 noon on the planned day of departure.**

The customer shall receive by e-mail or, failing this, in a written paper format, a booking confirmation to be handed in at the hotel, when he/she has validated the “Shopping Basket” page of LYONRESA and has given his/her credit/debit card number.

As an exception to the provisions of article 9, it is only if the customer has not arrived at the hotel by 6 p.m. at the latest on the planned day of arrival that the hotel room(s) that he/she has booked will be invoiced to him/her, the amount of the price of these rooms being debited to his/her credit/debit card. **If exceptionally (booking error or unexpected accident in the room) the chosen room(s) are no longer available when the customer arrives, the hotel must, with no additional cost for the said customer, provide him/her with, for one or more nights, the same number of rooms as booked, in another hotel of the same or better category, at the same price or a lower price than the booked room(s).**

General hotel regulations: The hotel category is determined according to the comfort and services offered. The category standards are verified by the Prefecture. **The presented photographs are not contractual in any way.**

### Article 11 – Events beyond our control

Events beyond our control are external events that are both unforeseeable and unavoidable which prevents either the clients, travellers, or the tourist service providers to complete any one of the tourist services or the carrying out in part or entirely of their obligations stated in the contract. Such instances can include transport strikes, industrial disputes involving third parties, weather conditions (extreme bad and unusual weather conditions, storms, floods etc.) closures of establishments and geographic areas.

The event providers reserve the right to cancel all bookings and change the date of reservations due to these unfortunate events beyond their control.

In the event where the tourist provider has to cancel the service before the client has been able to start the activity, another date may well be offered.

### Article 12 – Disputes / Complaints

**Any complaint relating to a hotel must be sent within 10 days of the date of performance of the service by registered letter with request for acknowledgement of receipt to the Tourist Office at the following address: Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France- Fax: + (33) (0)4 72 77 62 47 – Email: [resa@lyon-france.com](mailto:resa@lyon-france.com). Failing this, the complaint shall not be taken into account by the Tourist Office.**

In the case of complaint, the parties shall endeavour to find a friendly solution. In the case of continued disagreement, the Greater Lyon Tourist and Convention Centre undertakes to refer the dispute to the quality assurance department of the Rhône Prefecture or the Chambre Syndicale de l'Hôtellerie.

In the case of dispute, the General Conditions are governed by French law. Any dispute relating to their interpretation and/or respect fall within the jurisdiction of French Courts of Law.

### Article 13 – Personal data

A declaration has been made to the CNIL (National Commission for Information Technology and Civil Liberties) for the Websites of The Greater Lyon Tourist and Convention Office.

The customer has the right to access, modify, rectify and remove data concerning him/her. To exercise this right, the customer must just contact the Greater Lyon Tourist Office: **Lyon Tourisme et Congrès - Place Bellecour – BP 2254 – 69214 LYON CEDEX 02 France Fax : 04 72 77 62 47 - E-mail : [resa@lyon-france.com](mailto:resa@lyon-france.com)** ([www.geotrust.com](http://www.geotrust.com)). Quick SSL is, at the present time, one of the best programmes on the market for secure commercial transactions. It encodes all the customer's personal particulars, including the number, name and address linked to the credit card in order to prevent these from being read when they are transmitted over the Internet.

**The information communicated by the user on LYONRESA makes it possible to process and execute his/her orders.**

In accordance with article 32 of the Data Protection Law of 6 January 1978, modified by law 204-801 of 6 August 2004, the information essential for processing and executing the orders is indicated by an asterisk on the Website's pages.

Replies to the other requests for information are optional and may concern the user's interest in offers that may be sent to him/her and are designed to better know the customer and to improve the services that are offered to him/her.

The occurrence of a non-payment due to the fraudulent use of a credit/debit card shall lead to the recording of the particulars linked to the order of the user who is at the origin of this non-payment in a payment incident file implemented by the insurer and placed under the latter's responsibility.

### Article 14 –General rules relating to the sale of tourist packages

Tourist packages according to the present Terms and Conditions. The sale is shown as a total price of a tourist service exceeding 24 hours, including overnight stays or the combination of at least 2 tourist services.

The sale of tourist packages is regulated by the 1st chapter of the Livre II du Code de Tourisme, relating to the organisation of the sale of travel and stay.

Conforming to the R. 211-14 article of the Tourist code, the articles R. 211-5 à R. 211-13.

*Art. R. 211-5. - Sous réserve des exclusions prévues au deuxième alinéa (a et b) de l'article L. 211-8, toute offre et toute vente de prestations de voyages ou de séjours donnent lieu à la remise de documents appropriés qui répondent aux règles définies par le présent titre. En cas de vente de titres de transport aérien ou de titres de transport sur ligne régulière non accompagnée de prestations liées à ces transports, le vendeur délivre à l'acheteur un ou plusieurs billets de passage pour la totalité du voyage émis par le transporteur ou sous sa responsabilité.. Dans le cas de transport à la demande, le nom et l'adresse du transporteur, pour le compte duquel les billets sont émis, doivent être mentionnés. La facturation séparée des divers éléments d'un même forfait touristique ne soustrait pas le vendeur aux obligations qui lui sont faites par le présent titre.*

*Art. R. 211-6. - Préalablement à la conclusion du contrat et sur la base d'un support écrit, portant sa raison sociale, son adresse et l'indication de son autorisation administrative d'exercice, le vendeur doit communiquer au consommateur les informations sur les prix, les dates et les autres éléments constitutifs des prestations fournies à l'occasion du voyage ou du séjour tels que :*

*1) La destination, les moyens, les caractéristiques et les catégories de transports utilisés; 2) Le mode d'hébergement, sa situation, son niveau de confort et ses principales caractéristiques, son homologation et son classement touristique correspondant à la réglementation ou aux usages du pays d'accueil; 3) Les repas fournis; 4) La description de l'itinéraire lorsqu'il s'agit d'un circuit; 5) Les formalités administratives et sanitaires à accomplir en cas, notamment, de franchissement des frontières ainsi que leurs délais d'accomplissement; 6) Les visites, excursions et les autres services inclus dans le forfait ou éventuellement disponibles moyennant un supplément de prix; 7) La taille minimale ou maximale du groupe permettant la réalisation du voyage ou du séjour ainsi que, si la réalisation du voyage ou du séjour est subordonnée à un nombre minimal de participants, la date limite d'information du consommateur en cas d'annulation du voyage ou du séjour; cette date ne peut être fixée à moins de vingt et un jours avant le départ; 8)*

*Le montant ou le pourcentage du prix à verser à titre d'acompte à la conclusion du contrat ainsi que le calendrier de paiement du solde; 9) Les modalités de révision des prix telles que prévues par le contrat en application de l'article R. 211-10; 10) Les conditions d'annulation de nature contractuelle; 11) Les conditions d'annulation définies aux articles R. 211-11, R. 211-12 et R. 211-13; 12) Les précisions concernant les risques couverts et le montant des garanties souscrites au titre du contrat d'assurance couvrant les conséquences de la responsabilité civile professionnelle des agences de voyages et de la responsabilité civile des associations et organismes sans but lucratif et des organismes locaux de tourisme; 13) L'information concernant la souscription facultative d'un contrat d'assurance couvrant les conséquences de certains cas d'annulation ou d'un contrat d'assistance couvrant certains risques particuliers, notamment les frais de rapatriement en cas d'accident ou de maladie. Art. R. 211-7. - L'information préalable faite au consommateur engage le vendeur, à moins que dans celle-ci le vendeur ne se soit réservé expressément le droit d'en modifier certains éléments. Le vendeur doit, dans ce cas, indiquer clairement dans quelle mesure cette modification peut intervenir et sur quels éléments. En tout état de cause, les modifications apportées à l'information préalable doivent être communiquées par écrit au consommateur avant la conclusion du contrat.*

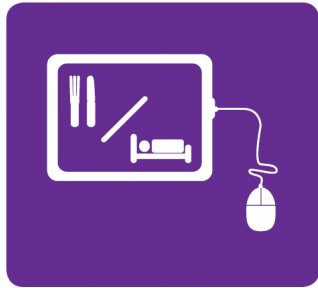
*Art. R. 211-8. - Le contrat conclu entre le vendeur et l'acheteur doit être écrit, établi en double exemplaire dont l'un est remis à l'acheteur, et signé par les deux parties. Il doit comporter les clauses suivantes: 1) Le nom et l'adresse du vendeur, de son garant et de son assureur ainsi que le nom et l'adresse de l'organisateur; 2) La destination ou les destinations du voyage et, en cas de séjour fractionné, les différentes périodes et leurs dates; 3) Les moyens, les caractéristiques et les catégories des transports utilisés, les dates, heures et lieux de départ et de retour; 4) Le mode d'hébergement, sa situation, son niveau de confort et ses principales caractéristiques, son classement touristique en vertu des réglementations ou des usages du pays d'accueil; 5) Le nombre de repas fournis;*

*6) L'itinéraire lorsqu'il s'agit d'un circuit; 7) Les visites, les excursions ou autres services inclus dans le prix total du voyage ou du séjour; 8) Le prix total des prestations facturées ainsi que l'indication de toute révision éventuelle de cette facturation en vertu des dispositions de l'article R. 211-10; 9) L'indication, s'il y a lieu, des redevances ou taxes afférentes à certains services telles que taxes d'atterrissage, de débarquement ou d'embarquement dans les ports et aéroports, taxes de séjour lorsqu'elles ne sont pas incluses dans le prix de la ou des prestations fournies; 10) Le calendrier et les modalités de paiement du prix; en tout état de cause, le dernier versement effectué par l'acheteur ne peut être inférieur à 30 p. 100 du prix du voyage ou du séjour; 11) Les Conditions Particulières demandées par l'acheteur et acceptées par le vendeur; 12) Les modalités selon lesquelles l'acheteur peut saisir le vendeur d'une réclamation pour inexécution ou mauvaise exécution du contrat, réclamation qui doit être adressée dans les meilleurs délais, par lettre recommandée avec accusé de réception au vendeur, et signalée par écrit, éventuellement, à l'organisateur du voyage et au prestataire de services concernés; 13) La date limite d'information de l'acheteur en cas d'annulation du voyage ou du séjour par le vendeur dans le cas où la réalisation du voyage ou du séjour est liée à un nombre minimal de participants, conformément aux dispositions du 7) de l'article R. 211-6; 14) Les conditions d'annulation de nature contractuelle; 15) Les conditions d'annulation prévues aux articles R. 211-11, R. 211-12 et R. 211-13; 16) Les précisions concernant les risques couverts et le montant des garanties au titre du contrat d'assurance couvrant les conséquences de la responsabilité civile professionnelle du vendeur; 17) Les indications concernant le contrat d'assurance couvrant les conséquences de certains cas d'annulation souscrit par l'acheteur (numéro de police et nom de l'assureur), ainsi que celles concernant le contrat d'assistance couvrant certains risques particuliers, notamment les frais de rapatriement en cas d'accident ou de maladie; dans ce cas, le vendeur doit remettre à l'acheteur un document précisant au minimum les risques couverts et les risques exclus; 18) La date limite d'information du vendeur en cas de cession du contrat par l'acheteur; 19) L'engagement de fournir, par écrit, à l'acheteur, au moins dix jours avant la date prévue pour son départ, les informations suivantes: a) Le nom, l'adresse et le numéro de téléphone de la représentation locale du vendeur ou, à défaut, les noms, adresses et numéros de téléphone des organismes locaux susceptibles d'aider le consommateur en cas de difficulté, ou, à défaut, le numéro d'appel permettant d'établir de toute urgence un contact avec le vendeur; b) Pour les voyages et séjours de mineurs à l'étranger, un numéro de téléphone et une adresse permettant d'établir un contact direct avec l'enfant ou le responsable sur place de son séjour.*

*Art. R. 211-9. - L'acheteur peut céder son contrat à un cessionnaire qui remplit les mêmes conditions que lui pour effectuer le voyage ou le séjour, tant que ce contrat n'a produit aucun effet. Sauf stipulation plus favorable au cédant, celui-ci est tenu d'informer le vendeur de sa décision par lettre recommandée avec accusé de réception au plus tard sept jours avant le début du voyage. Lorsqu'il s'agit d'une croisière, ce délai est porté à quinze jours. Cette cession n'est soumise, en aucun cas, à une autorisation préalable du vendeur.*

# GENERAL CONDITIONS OF SALE

## LYONRESA



### CONTACT

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YES, I HAVE READ AND ACCEPT THE "TERMS & CONDITIONS"

DATE :

SIGNATURE :

Art. R. 211-10. - Lorsque le contrat comporte une possibilité expresse de révision du prix, dans les limites prévues à l'article L. 211-13, il doit mentionner les modalités précises de calcul, tant à la hausse qu'à la baisse, des variations des prix, et notamment le montant des frais de transport et taxes y afférentes, la ou les devises qui peuvent avoir une incidence sur le prix du voyage ou du séjour, la part du prix à laquelle s'applique la variation, le cours de la ou des devises retenu comme référence lors de l'établissement du prix figurant au contrat.

Art. R. 211-11. - Lorsque, avant le départ de l'acheteur, le vendeur se trouve contraint d'apporter une modification à l'un des éléments essentiels du contrat tel qu'une hausse significative du prix, l'acheteur peut, sans préjuger des recours en réparation pour dommages éventuellement subis, et après en avoir été informé par le vendeur par lettre recommandée avec accusé de réception: - soit résilier son contrat et obtenir sans pénalité le remboursement immédiat des sommes versées; - soit accepter la modification ou le voyage de substitution proposé par le vendeur; un avenant au contrat précisant les modifications apportées est alors signé par les parties; toute diminution de prix vient en déduction des sommes restant éventuellement dues par l'acheteur et, si le paiement déjà effectué par ce dernier excède le prix de la prestation modifiée, le trop-perçu doit lui être restitué avant la date de son départ.

Art. R. 211-12. - Dans le cas prévu à l'article L. 211-15, lorsque, avant le départ de l'acheteur, le vendeur annule le voyage ou le séjour, il doit informer l'acheteur par lettre recommandée avec accusé de réception; l'acheteur, sans préjuger des recours en réparation des dommages éventuellement subis, obtient auprès du vendeur le remboursement immédiat et sans pénalité des sommes versées; l'acheteur reçoit, dans ce cas, une indemnité au moins égale à la pénalité qu'il aurait supportée si l'annulation était intervenue de son fait à cette date. Les dispositions du présent article ne font en aucun cas obstacle à la conclusion d'un accord amiable ayant pour objet l'acceptation, par l'acheteur, d'un voyage ou séjour de substitution proposé par le vendeur.

Art. R. 211-13. - Lorsque, après le départ de l'acheteur, le vendeur se trouve dans l'impossibilité de fournir une part prépondérante des services prévus au contrat représentant un pourcentage non négligeable du prix honoré par l'acheteur, le vendeur doit immédiatement prendre les dispositions suivantes sans préjuger des recours en réparation pour dommages éventuellement subis: - soit proposer des prestations en remplacement des prestations prévues en supportant éventuellement tout supplément de prix et, si les prestations acceptées par l'acheteur sont de qualité inférieure, le vendeur doit lui rembourser, dès son retour, la différence de prix; - soit, s'il ne peut proposer aucune prestation de remplacement ou si celles-ci sont refusées par l'acheteur pour des motifs valables, fournir à l'acheteur, sans supplément de prix, des titres de transport pour assurer son retour dans des conditions pouvant être jugées équivalentes vers le lieu de départ ou vers un autre lieu accepté par les deux parties.»

### Article 15 – Final Provisions

The fact that the Greater Lyon Tourist and Convention Office does not take advantage, at a given time, of one of the provisions of the General Conditions shall not be interpreted as being the abandon by it to subsequently take advantage of one of these provisions.

In the case that one of the provisions of the General Conditions is declared null or without effect, this provision shall be deemed not written without this affecting the validity of the other provisions, unless the provision declared null or without effect is essential and determining. Any case of force majeure suspends the obligations of these conditions affected by the case of force majeure and exempts from all responsibility the party who should have fulfilled the obligation affected in this way.

The Greater Lyon Tourist and Convention Office, an Association under law 1901