

Montpellier Tourist Office General Terms and Conditions

(“Association Loi 1901”, non-profit association authorized by registration order no. IM034110012)

Note: This text is a translation of the original French and is provided here as a convenience for English-speaking clients. In case of litigation, only the French original shall be considered as binding.

Article 1 - General

1-1 Under the French law of July 13, 1992, authorized Tourist Offices may handle reservations and sales for all types of leisure and general-interest services related to welcoming visitors in their areas. In doing this, they facilitate people’s efforts by offering them a choice of services. French Tourist Offices are local tourist organizations that are at the disposal of service Providers who are not members, and with whom the Tourist Office has signed a contract agreement.

1-2 These General Terms and Conditions are valid starting July 1, 2009, and are applicable unless overridden by another specific agreement.

1-3 If the Montpellier Tourist Office does not make use of any one or more of the provisions in these General Terms and Conditions, it shall not be interpreted as a waiver of the Montpellier Tourist Office’s right to make use of any such provisions at a later date.

1-4 If any provision of these General Terms and Conditions is unenforceable or void for any reason, either in whole or in part, then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of the remainder of this contract, except in the case where said provision is essential to the overall applicability of these General Terms and Conditions.

1-5 Specific Partner conditions indicated for a given Service, as well as on the reservation confirmation, also apply to the offer and provision of said Service, based on terms identical to these General Terms and Conditions. The purchase and/or reservation of a Service implies acceptance of specific Partner conditions.

1-6 General provisions related to on-line sales via the Internet Site

The Montpellier Tourist office sells various Services reserved for individual use via its Internet Site. Said services are governed by these General Terms and Conditions.

Only those clients who read these General Terms and Conditions in their entirety, and agree to accept them by clicking on the acceptance hypertext link on the Internet Site, are entitled to order Services from the Site. The order procedure is not technically possible unless the Client accepts these General Terms and Conditions.

Except in the case of fraud, proof of which is the Client’s responsibility, the Client is financially responsible for his or her actions on the Internet site, in particular with respect to the use of his or her User Name and Password. The Client agrees to provide true and accurate information on the Internet Site. Any fraudulent use or use that is deemed fraudulent, which is expressly forbidden by these General Terms and Conditions, is considered as grounds for refusal of Service to the Client at any time, as well as access to Services offered by Partners and other features of the Internet Site.

Article 2 – The contract

2-1 Any order comprised of one or more services offered by the Montpellier Tourist Office implies the unconditional acceptance by the Client of these General Terms and Conditions, which may be viewed and accessed at the Montpellier Tourist Office directly, or on the Montpellier Tourist Office Internet Site at this address: www.ot-montpellier.fr.

2-2 Reservations

Reservations are firm and definitive, except under the terms of the Right to Retraction of the agreement as stipulated in Article 2-4, or cancellation as stipulated in Article 8 of these General Terms and Conditions.

2-2-1 Making reservations

Reservations for the Services offered by the Montpellier Tourist Office may be made either directly at the Montpellier Tourist Office or via its Internet Site, www.ot-montpellier.fr

2-2-2 Specific provisions for on-line reservations

2-2-2-1 Descriptions and photos of Services referenced on the Montpellier Tourist Office Internet Site are provided strictly for informational purposes, and content may vary according to the Provider. As a result, we recommend that Clients contact Providers directly in order to obtain up-to-date information.

If the Client deems that he or she does not possess sufficient information regarding the details of the Services he or she wishes to order, the Client may request that the Montpellier Tourist Office provide additional information on said services before placing an order.

By placing an order, the Client explicitly recognizes that he or she is making an informed decision regarding the nature and details of the ordered Services.

2-2-2-2 The Contract for the provision of ordered Services is confirmed as firm and binding when the Client validates the page with his or her reservation on the Internet Site, on which a summary of said Services is provided, and has paid the entire amount due for the ordered services.

Until these conditions are met, the Contract is not considered binding and the Montpellier Tourist Office is in no way required to provide the ordered Services.

Once the Contract for Services is fully completed, no further modifications or cancellations by the client are allowed, except if the client exercises his or her right to retraction as stipulated below in Article 2-4, or upon mutual agreement by involved parties in accordance with provisions of Articles 8, 9 and 11.

2-3 Written confirmation

The Montpellier Tourist Office agrees to provide the client with written confirmation describing said Services, either electronically or on paper, no later than the beginning of ordered Services, and the General Terms and Conditions, right to retraction to which he or she is entitled, the address for submitting claims, and terms related of his or her rightful commercial warranties.

2-4 Cancellation depending on the type of service

Depending on the type of service, the Client has the right to retract his or her order as stipulated below:

In compliance with provisions of Article L.121-20 of French Consumer Legislation, the Client is entitled to a grace period of 7 days during which he or she may exercise the right to retract an order by fax, postal mail, or e-mail sent to: Montpellier Tourist Office – 30 allée Jean de Lattre de Tassigny, 34000 Montpellier, France. Fax: +33 (0)4 67 60 60 61 – E-mail: resa@ot-montpellier.fr. After this 7-day period the contract is considered as firm and binding according to the conditions described in Article 3.

The Client may cancel ordered Services without penalty by exercising his or her right to retraction. In this case, the Montpellier Tourist Office agrees to reimburse the Client as quickly as possible, within 30 days following the Client’s request for retraction, based on the date said retraction request was received by fax, postal mail or e-mail.

Note: Based on the combined application of Articles L121-20-4 al.2 and L121-18 of French Consumer Legislation, the right to retraction does not apply on Client orders for lodging, transport, or restaurant services.

Article 3 - Prices

3-1 Unless otherwise mentioned on its Internet Site, prices indicated on the Montpellier Tourist Office Internet Site are provided in Euros, with VAT tax included. Payment of other local taxes may be required on-site by local authorities (tourist tax, hotel tax, etc.), and are the Client’s responsibility.

The Montpellier Tourist Office reserves the right to changes the prices of its offers in agreement with Providers at any time and without notice.

3-2 Payment

For reservations involving lodging only, or products, tourist Services and packages, payment for said products and Services is made by bank card at the time of reservation, excluding hotel tax, which must be paid directly to the Provider upon check-in or check-out, depending on the establishment’s specific conditions.

3-3 Specific provisions depending on reservation type

3-3-1 Reservations made on-site at the Montpellier Tourist Office Welcome and Information Service located at 30 allée Jean de Lattre de Tassigny, 34000 Montpellier (place de la Comédie), France:

Prices correspond to the stipulated Services as said Services are described in informational documents provided at the Montpellier Tourist Office desk. Payment for ordered Services can be made by bank card, cash.

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3-3-2 *Reservations made via the Internet site*

Prices correspond to the stipulated Services as said Services are described on the Internet Site.

In case of price changes, the applied price will be the current price on the date the Client validates his or her shopping Cart on the Internet Site. The prices shown on the Internet Site may be modified at any time without notice, given that these changes are not applied to previously-accepted reservations, except if said modifications occur more than 30 days before the scheduled date of departure. Hotel tax is not included and must be paid to the Provider based on the number of guests and nights reserved.

Payment for services ordered from the Internet Site may be paid for by bank card (cards in the Carte Bleu, Visa, Eurocard/MasterCard networks are accepted) via a secured payment system.

Article 4 - Conditions for fulfilling services

4-1 The duration of each Service is that which is stipulated at the Montpellier Tourist Office desk or on the Internet Site. The Client is not entitled, under any circumstance, to remain at a Provider's location after the end of any ordered Service.

For proper fulfillment of some Services, the Client must present himself or herself at the indicated time on a specific day, or contact the Provider directly.

4-2 Specific provisions according to the type of ordered services

4-2-1 Lodging

4-2-1-1 When making reservations for lodging, we highly recommend that the Client contact the Provider directly to inform the Provider of the expected arrival time. The Client must respect the opening hours of the reserved establishment. The Client must leave his or her room(s) no later than 12:00 pm (noon) on the scheduled day of departure.

REMINDER: some establishments do not offer reception services at night. Please take this into account when making your plans.

4-2-1-2 If the room or rooms reserved by the Client are unavailable when the Client arrives, for some exceptional reason (reservation error or unexpected room issue), the Provider must, at no additional expense to the Client:

1. Obtain for the Client one or more rooms, equivalent in number to the reservation in question, in another establishment of equal or higher status, at a price that is equal to, or less than, that of the reserved room or rooms.

REMINDER: Establishment status is determined by the comfort and level of services offered. Standard status ratings are monitored by the Prefecture.

Presented photographs are in no way contractual.

2. Offer the Client a transport solution to reach the new establishment.

3. Reimburse, if the Client so desires, the cost of telephone communications between the establishment and his or her family or office.

4-2-2 Tourist products, transport (car rental) and tourist packages/rates

Provided schedules must be respected in order to ensure proper fulfillment of the Service.

In case the Client is late without notice with respect to his or her planned arrival time, the Provider makes a best-effort attempt to honor the reservation. If a Provider is unable to wait for a late Client, said client will be offered an alternative schedule for the activity in question. If no substitute date is possible, the Client is entirely responsible for his or her lateness and a penalty corresponding to 100% of the Service cost will be invoiced.

It may happen that selected activities offered by the Provider, even if indicated in the description on the Internet Site, may be cancelled, particularly in case of climatic reasons, or *force majeure* for stays outside the regular tourist season, or in case the required number of participants to carry out a particular activity was not reached.

Cancellation of any activity in the case of *force majeure*, or due to any action by any third-party not involved with the contract, does not constitute grounds for any punitive reward to the Client by the Montpellier Tourist Office.

4-2-3 Ticket services

Tickets ordered by Clients are not sent by Postal mail except in special cases for some Providers. In this case, it is explicitly stipulated in the product description and on the reservation that the ticket(s) shall be sent to the delivery address provided by the Client during the order process. Delivery times indicated on the order are to be considered as average delivery times corresponding to handling time and the time it takes to deliver the item(s) in question to their destination in continental France or abroad. Neither the concerned Provider(s) nor the Montpellier Tourist

Office shall be held responsible if tickets are unable to be delivered due to an error by the Client when entering his or her coordinates, or because the Client neglected to mention the presence of an intercom or digicode panel required for delivery.

4-2-4 Products offered by the Montpellier Tourist Office, packages

The Montpellier City Card is valid for the period of time specified upon purchase, starting on the selected date. The purchase of this City Card gives free or discounted access to the sites and services detailed in the description. A valid Montpellier City Card must be presented in order to obtain the free or discounted entry or service. The Montpellier City Card is nominative and valid for one person. The Montpellier City Card may not be used in combination with other reductions. The Montpellier City Card is valid for one access only for each site.

For purchases of a Montpellier City Card 24h, 48h, or 72h, free access to the sites and guided tours included these offers are subject to availability. The Montpellier City Card may be obtained at the Montpellier Tourist Office on the Place de la Comédie in Montpellier, and shall under no circumstances be sent by Postal mail to any destination in France or abroad.

Unless explicitly specified otherwise by the Montpellier Tourist Office, the meeting point for guided tours is the Montpellier Tourist Office site on the Place de la Comédie in Montpellier. If the meeting point is elsewhere, specific information is provided in the brochure for the guided tour in question.

Tours are dependent on the opening hours and days of various monuments, museums and other establishments. In the event of unexpected closure of a given establishment, the Montpellier Tourist Office shall not be held liable in any manner whatsoever if a particular tour cannot be conducted. The unexpected closure is considered as being beyond the control of the Montpellier Tourist Office.

In the event of cancellation on the part of the Montpellier Tourist Office, whereby the Montpellier Tourist Office cancels a particular tour before the start of said tour, the Montpellier Tourist Office must employ all possible means to inform the Client. Without recourse to financial reparation for any potential inconvenience or other perceived prejudice, the Client shall be reimbursed the entire amount paid for the tour in question, without penalty.

These provisions do not apply if the Client and the Montpellier Tourist Office conclude a friendly agreement to reschedule another visit offered by the Montpellier Tourist Office.

Article 5 – Additions and changes by the Client

Any Service not explicitly included in the price must be paid on-site. The Client may not change the sequence of his or her stay without prior written agreement by the Montpellier Tourist Office. Fees for any unaccepted changes are the Client's entire responsibility. Unused exchange coupons shall not be reimbursed.

Article 6 – Contract transfer by the Client

The Client may transfer the contract to another party that accepts the same Terms and Conditions as the Client for the Service in question. In this case, the Client must inform the Montpellier Tourist Office of the decision to transfer the contract in writing, by registered mail with return receipt, no later than 7 days prior to the scheduled start of the Service.

The contract may only be transferred at its original price.

The Client and the party acquiring the contract are jointly responsible to pay any balance due to the provider as well as any additional fees incurred by the transfer of the contract.

Article 7 – Substantial change in contract by the Montpellier Tourist Office

If, for some reason, the Montpellier Tourist Office is obligated to make a substantial change to an essential part of the contract before the scheduled start date of the Service, the Client may, without recourse to seek punitive reparation for inconvenience or other perceived prejudice, after having been informed by the Montpellier Tourist Office by all necessary means:

- Either, cancel the contract and obtain immediate reimbursement, without penalty, for all amounts paid for the Service in question. The Client shall also receive compensation at least equivalent to the penalty he or she would have incurred if the cancellation had been initiated by the Client at that same date, as defined in Article 8 of these General Terms and Conditions.

- Or, accept the change or substitution of Service offered by the Montpellier Tourist Office. In this case, an addendum to the contract specifying the Service changes shall be signed by both parties.

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If the substitute Service costs less than the ordered Service, the difference between the two amounts shall be reimbursed to the Client before the start of the Service.

Article 8 – Cancellation by the Client

8-1 Notification for any cancellation, either in part or in full, must be provided via the www.ot-montpellier.fr Internet Site, indicating the reservation number, or by contacting the Reservation Desk by phone at +33 4 67 60 60 60. Opening hours since January 1st 2012:

* from October through June:

- Monday to Saturday: from 10:00 am to 6 pm
- Sunday and holidays from 10:00 am to 5:00 pm

* from July through September:

- Monday to Friday: from 9:00 am to 7:30 pm
- Saturday, Sunday and holidays: from 9:30 am to 6:00 pm

8-2 Lodging

In case of partial or complete cancellation by the Client, the Montpellier Tourist Office has the right to apply a penalty according to the conditions described below:

* If complete or partial cancellation occurs at least 48 hours before the start of the Service (the reference time is established as being 12:00 pm on the expected arrival date), or under the terms of the Client's right to retraction, no penalty is due and the Montpellier Tourist Office shall reimburse the Client for the amounts paid for the cancelled Service(s), unless otherwise mentioned by specific conditions in the Provider's Service description and on the reservation confirmation.

* If complete or partial cancellation occurs less than 48 hours before the start of the Service, the Montpellier Tourist Office shall reimburse the entire price of the stay, minus the amount corresponding to the first night.

* If a reservation is made at the last minute (less than 24 hours before the arrival date), there shall be no reimbursement in case of cancellation or no-show by the Client.

* No reimbursement is possible if the client does not cancel his or her reservation, or does not show up at the hotel at the expected time (no-show).

8-3 Tourist products, Ticket services

Tickets for touristic sites are valid for one year from the reservation date. Tickets may not be exchanged or reimbursed.

Tickets for guided tours organized by the Tourist Office of Montpellier are reimbursed if the cancellation is made 24 hours before the departure of the tour.

Tickets for museums, concerts and shows may not be returned or exchanged, except if the event is cancelled.

Tickets for activities (sports, cooking training, spa...) may not be exchanged or reimbursed.

The Montpellier City Card may not be exchanged or reimbursed.

8-4 Transport, car rental

For transport booking (car rental), cancellation more than 48 hours before the beginning of the use: the Montpellier Tourist Office shall reimburse the Client. If complete or partial cancellation occurs less than 48 hours and more than 24 hours before the start of the Service, the Montpellier Tourist Office shall reimburse 50% of the price. If a reservation is made at the last minute (less than 24 hours before the arrival date), there shall be no reimbursement in case of cancellation.

8-5 Packages

In case of partial or complete cancellation by the Client, the Montpellier Tourist Office has the right to apply a penalty according to the conditions described below:

* If complete or partial cancellation occurs at least 72 hours before the start of the Service (the reference time is established as being 12:00 pm on the expected arrival date), or under the terms of the Client's right to retraction, no penalty is due and the Montpellier Tourist Office shall reimburse the Client for the amounts paid for the cancelled Service(s), unless otherwise mentioned by specific conditions in the Provider's Service description and on the reservation confirmation.

* If complete or partial cancellation occurs less than 72 hours before the start of the Service, there shall be no reimbursement in case of cancellation or no-show by the Client.

* If a reservation is made at the last minute (less than 72 hours before the arrival date), there shall be no reimbursement in case of cancellation or no-show by the Client.

* No reimbursement is possible if the client does not cancel his or her reservation, or does not show up at the hotel at the expected time (no-show).

Article 9 – Cancellation by the Montpellier Tourist Office

If the Montpellier Tourist Office cancels a given Service before said Service begins, the Montpellier Tourist Office must inform the Client by registered mail with return receipt.

The Client, without recourse to seek punitive reparation for inconvenience or other perceived prejudice, shall be immediately reimbursed without penalty for the amount paid for the Service. The Client shall also receive compensation at least equivalent to the penalty he or she would have incurred in case the cancellation had been initiated by the Client at that same date, as defined in Article 8 of these General Terms and Conditions.

These provisions do not apply if a friendly agreement to provide the Client with a substitute Service offered by the Montpellier Tourist Office.

9-1 Specific provisions related to certain types of services that require a minimum number of participants

An insufficient number of participants shall be considered as reasonable grounds to cancel certain types of Services. In this case the Montpellier Tourist Office shall reimburse Clients for the full amount paid for said Service(s). This case may not arise within 24 hours of the expected start of a given Service.

Article 10 – Liability

10-1 The Montpellier Tourist Office offering Services to Clients shall be the single point-of-contact for said Client, and is responsible for carrying out the ordered Service(s) and for the obligations related to these General Terms and Conditions.

10-2 Programs offered by the Montpellier Tourist Office are dependent on the opening times and days of various monuments, museums and establishments. The Montpellier Tourist Office shall not be held liable in case a Service is not carried out due to events or closures beyond its control.

10-3 The Montpellier Tourist Office shall not be held liable in case an ordered Service is not provided in full or in part, or for the non-respect, in full or in part, of the obligations stipulated in these General Terms and Conditions in the event of accident, *force majeure*, improper execution or faults committed by the Client, or for unpredictable and insurmountable actions by any third-party not involved with the provision of ordered Services.

10-4 The Montpellier Tourist Office shall not, under any circumstance, be held liable for any use of the contracts described in these General Terms and Conditions by any third-party for any use other than tourism.

Article 11 - Force majeure

11-1 *Force majeure* refers to any event beyond the control of the involved parties that is of unpredictable and insurmountable nature, which prevents either the Client, travelers, agency or Service providers involved in carrying out travel or a trip or executing one of more Services, from delivering all or part of the obligations stipulated in the contract.

This includes events such as labor strikes by transport providers, demonstrations, hotel personnel, climatic conditions (bad weather, storms...), hydrological conditions (floods...), closure of establishments and geographical considerations.

11-2 A case of *force majeure* interrupts the obligations described herein as related to said case, and exonerates the relevant party that should have carried out said obligation, from all liability.

The Provider reserves the right to cancel any reservation and to modify the date in case of *force majeure*.

If the Provider is obliged to cancel a given Service before the Client begins to use said Service, the Provider shall propose to postpone the activity.

Article 12 – Personal data and information

12-1 The www.ot-montpellier.fr Web site is registered with the CNIL. Personal information provided by the Client on the Internet Site, including the name, number and address associated with credit cards, is used to execute Orders on behalf of the Client and are encrypted using Quick SSL Encryption (software created by GeoTrust, www.geotrust.com) to ensure the privacy of data transmission via the

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Internet. As of this writing, Quick SSL is considered as one of the most effective software solutions available to secure commercial transactions. Quick SSL encrypts all of the Client's personal information, including the name, number and address associated with credit cards in order to prevent third-parties from accessing said information via the Internet.

In compliance with Article 32 of the French Data Protection Act ("*Informatique et Libertés*") of January 6, 1978, on Data Processing, Data Files and Individual Liberties, modified by the law 2004-801 of August 6, 2004, the information required to process and execute orders is indicated with an asterisk (*) on the pages of the Site.

Other requests for the Client to enter information are optional. Information related to the Client's own interests for other offers that may sent be potentially to him or her is designed to better understand the Client and to improve the services provided.

In the case of an unpaid invoice due to the fraudulent use of a bank card, the information concerning the order by the Client at the origin of said invoice, shall be recorded in a payment incident file created by the insurer and placed under the insurer's responsibility.

12-2 The Client has the right to access, change, delete or oppose any stored personal information about him or her. To exercise this right, the Client must contact the Montpellier Tourist Office: Office de Tourisme de Montpellier, 30 allée Jean de Lattre de Tassigny, 34000 Montpellier, France. E-mail: resa@ot-montpellier.fr.

Article 13 – Insurance - Guarantee

The Montpellier Tourist Office is covered by civil liability insurance with MMA for organizing travel-related activities, and has deposited a financial guarantee of 30,500 euros at the Banque Courteous, located on the Place de la Comédie (34061 Montpellier, France, Cedex 2), in order to cover the consequences of the professional civil liability for which it could be engaged as a local tourist organization authorized to commercialize products.

Article 14 - Disputes / Claims

14-1 Any hotel-related claim must be sent in writing by registered mail with return receipt to the Montpellier Tourist Office within 10 days following the provision of a given Service to this address: Montpellier Tourist Office, 30 allée Jean de Lattre de Tassigny, 34000 Montpellier, France. E-mail: resa@ot-montpellier.fr. Claims received by other methods shall not be accepted by the Montpellier Tourist Office.

14-2 In the event of a claim, the involved parties will first seek to reach a friendly agreement. If no agreement is reached, the Montpellier Tourist Office agrees to submit the issue before the Quality department of the Hérault Prefecture or the Chamber of Hotel Services.

14-3 In case of litigation, these General Terms and Conditions are subject to French law. Any legal action related to their interpretation and/or their execution falls under the jurisdiction of the French court of law.

Note: This text is a translation of the original French and is provided here as a convenience for English-speaking clients. In case of litigation, only the French original shall be considered as binding.

The Client agrees that he or she has read and accepted these General Terms and Conditions.

Booking Number :

First name :

Name :

Date :

Signature :

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