



Services Touristiques, Linguistiques & Sur-mesure

## CONDITIONS OF SALE - PERSONALISED SERVICES

RECITALS  
BETWEEN

The PAYSDOC agency, legally represented by the company Stéphane GRUNFOGEL 'PAYSDOC.COM' registered at the TOULOUSE Companies registrar No. 434 461 075, hereinafter referred to as 'THE SERVICE PROVIDER' or 'PROVIDER',

AND

The travel agency, coach operator, company or private individual who orders this service, hereinafter referred to as 'THE CUSTOMER',

THE FOLLOWING SPECIAL CONDITIONS OF SALE ARE ESTABLISHED

which THE CUSTOMER declares that he/she has taken note thereof, based on the quotation and the description of the services to be provided.

These special terms and conditions of sale shall prevail over the customer terms of purchasing.

The present conditions were established on 21/03/2022. Paysdoc.com commits to publish any updates on its website.

### **Article 1 - Purpose of the services**

Personalised services are the private provision of activities, namely:

- Thematic historical guided tours;
- Treasure trails;
- The Oc'tobus Offer;
- 360° Offer
- Any team-building activities proposed privately for a group

Personalised services offer to provide guide and entertainment services on a date specified by the customer. It may also include additional costs, services or products, snacks, meals, room hire, prize packages, etc., or any other service mentioned in the quotation.

The customer will receive a preliminary quotation presenting the offers that meet their requirements. This preliminary quotation is not contractually binding.

The service is defined by the customer and formalised in the quotation, on which the customer annotates their approval with a view to reserving the service offered.

The customer will bear the guide's travel costs to the customer's pick-up location.

The service provider undertakes, in accordance with current regulations, to provide the customer with a qualified guide to facilitate group visits to historical monuments or museums.

### **Article 2 - Establishment of the contract**

The customer confirms the booking by returning a signed copy of the quotation to the service provider, on or before the option date specified on the quotation. After this option date, the rates and availability of participants will no longer be guaranteed.

**The booking is confirmed once the customer has signed the quotation and paid the percentage of the total amount specified on the quotation.**

### **Article 3 - Customer obligations**

#### **1. Obligation to pay the price**

##### 1. Prices

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1. The basic prices of services are as indicated on the quotation, based on the information provided by the customer.
2. Nevertheless, additional costs due to a change in the programme, independently of the service provider, may give rise to an additional invoice (e.g., but not limited to, extra time, overnight stay in a hotel, travel expenses).

**Prices do not include the following:**

- ✓ The guide's meal is not included when the booking is for a whole day. If the guide's meal is not paid for by the customer, an additional twenty (20) euros net per lunch, and twenty-five (25) euros net per dinner, will be added to the sums due by the customer.
- ✓ Accommodation, full board, the cost of visits and excursions are at the customer's expense from the day of departure until the day of return.
- ✓ The entrance fees to sites or monuments visited, are payable by the customer directly to the organisations managing the sites or monuments.
- ✓ Travel costs for guides, assistants and escorts from their place of residence to the pick-up location. Such additional costs, in addition to those of participants (guides, etc.), will be indicated on the quotation.
- ✓ Where applicable, costs incurred by the guide, assistant or accompanying person on behalf of the customer in the course of the assignment, will also be added to the invoice.
- ✓ The cost of clearing cheques or transfers from foreign banks are to be borne by the customer.

**B. Terms of payment**

1. Once the booking is confirmed, as provided for in Article 2, the customer undertakes to pay the service provider a deposit, as a percentage of the total quotation amount. The amount of this deposit is specified on the quotation. If not otherwise specified, the deposit to be paid on confirmation of the booking is 50% of the total quotation.
2. **The balance of the quotation or invoice must be paid by the customer by bank transfer or by cheque, by no later than 30 days before the start of service provision.**
3. If the booking is confirmed within 8 days before the start of service provision, the balance of the quotation (100% of the quotation) must be paid to the service provider to confirm the booking. If the balance is not paid by the customer at the latest 8 days before the start of service provision, the rates and availability shown on the quotation will no longer be guaranteed.
4. If any other payment method is used between the service provider and the customer, the customer nevertheless undertakes to comply with the signed terms and conditions.
5. In the event of late payment and in accordance with the law of 31 December 1992.L92-1442 and Paysdoc conditions of sale, except for a previously signed specific payment agreement, any payment made more than 30 days from invoice due date, shall automatically incur late payment interest of 1.5% per month, automatically included in the balance due, according to the minimum rates defined as follows: 0% discount for any payment prior to the due date: 1.5% per month (agios) calculated on the net invoice amount.
6. Flat-rate penalty for late payment: 40 euros (law N° 2012-387)



## **2- Duty to cooperate**

The service provider undertakes to search its database of participants for the profile best suited to the request, and to provide the customer with all information necessary for the proper execution of the contract.

The contact details of participants (first name, telephone number) will be communicated to the customer one week before provision of the service.

The customer undertakes to supply the service provider with the documentation necessary for the proper execution of the service. For example, programme of the day, framework of the activity, number of participants, language of the service, required budget, etc.) at the latest 10 days before the date of provision.

The customer undertakes to cooperate actively with the service provider:

- ✓ by communicating, after having verified its accuracy, the information essential to the proper performance of the assignment or likely to facilitate its execution
- ✓ by responding promptly to any requests for information from the service provider
- ✓ by examining the documents and recommendations communicated by the service provider, and by informing the latter of its agreement, or further observations, within the time limits set out in the quotation
- ✓ by continuously monitoring the services covered by this contract.

## **Article 4 - Non-performance of the service**

### **1. Cancellation**

#### A. Cancellation by the service provider

If the service provider cancels the assignment before execution, the service provider will inform the customer, and proceed either:

- ✓ to return the advance payment received
- ✓ establish a credit note to be used against a replacement service
- ✓ reimburse the amounts paid, if the customer does not want a credit note or if no mutually agreed replacement date can be found.

#### B. Cancellation by the customer

The customer may cancel the service by sending an email, with acknowledgement receipt, to the service provider.

**The following cancellation fees apply and will be charged in addition to the original quotation: (except in cases of force majeure):**

- ✓ Cancellation **between 60 and 31 days before the date of provision**: 30% of the total quotation amount is due.
- ✓ Cancellation **between 31 and 15 days before the date of provision**: 50% of the total amount of the quotation is due.
- ✓ Cancellation **between 14 and 8 days before the date of provision**: 75% of the total amount of the quotation is due.
- ✓ Cancellation **between 7 and 31 days before the date of provision**: 100% of the total quotation amount is due.

**In no case will the deposit be returned.**



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## **2. Impediment during the assignment**

### **A. Impediment due to the service provider**

If, during the course of the assignment, the service provider is unable to carry out the assignment, he must:

- ✓ or offer an alternative service,
  
- ✓ or in the event of a refusal by the customer, for valid reasons, proceed with the reimbursement of all sums received.

### **B. Impediment due to the customer**

In the event that a member of the customer's group interrupts service provision, the entire service will be invoiced, and no refund will be made.

## **3. Postponement of the service due to the customer**

If the customer wishes to postpone the service, he must inform the service provider as soon as possible. Depending on the availability of the participants chosen and the feasibility of the programme, the service provider will inform the customer of the possibility to postpone the service to a new date.

For personalised services without additional services (outdoor activity only, not requiring room rental, snacks, meals, transportation, etc.) the following deferral fees apply and will be charged in addition to the initial quotation:

- ✓ **Postponement up to 8 days before the date of provision:** postponement free of charge
- ✓ **Postponement between 7 and 5 days before the date of the service:** postponement fee of 10% of the total amount of the quotation.
- ✓ **Postponement less than 5 days before the date of provision:** postponement fee of 30% of the total amount of the quotation as compensation for participants.

For personalised services with additional services (room hire, meals, snacks, provision of products for prizes, etc.), the following deferral fees apply:

- ✓ **Postponement up to 15 days before the date of provision:** postponement free of charge
- ✓ **Postponement between 15 and 8 days before the date of provision:** postponement fee of 30% of the total amount of the quotation.
- ✓ **Postponement less than 7 days before the date of provision:** postponement fee of 50% of the total amount of the quotation
- ✓ **Postponement of the service within 48 hours of provision:** the service provider reserves the right to charge 100% of the costs of additional services which it will be invoiced by third parties (catering services, snacks, tasting products, etc.).

If one of the additional services included in the personalised services imposes cancellation or postponement conditions on the service provider, the service provider will inform the customer as soon as possible by email or in the quotation.

## **4. Delay in provision**

a- If the customer group is delayed, the customer must inform the service provider to the best of their ability and without delay.

b- The service provider, in view of the delay, will shorten the visit by the same amount. Example: for a two-hour visit and a 30-minute customer delay, the duration of the service will be reduced to one and a half hours).

c- The costs generated by this delay (in particular meal costs, travel costs, etc.) will be borne by the customer.

d- Any cancellation decided by the customer in the course of provision of the service, will not give rise to reimbursement. Any customer arriving after the departure time of the excursion will be considered as a 'no-show' and will not be reimbursed, whatever the reason for their delay (except force majeure).

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## **Article 5 - Litigation**

### **1. This contract is subject to French law.**

For any dispute concerning the execution of the present contract, the service provider and the customer recognise the competence of the TOULOUSE Court of Commerce.

### **2. Responsibility**

The service provider is bound by a best endeavours obligation. In the event of a fault or breach of duty during service provision, the customer is requested to send, in writing, a report of the facts by email, highlighting the fault or breach of duty.

The service provider is not liable for minor negligence.

### **3. Cancellation clause**

It is specified that if the customer has not paid the balance of the payment before the start of the service or fails to provide the service provider with the documentation necessary for the execution of its assignment, the service provider may demand the automatic cancellation of the present contract without liability for damages or interest.

### **4. Litigation**

Any complaint relating to the services must be addressed to PAYSDOC by email with a request for acknowledgement of receipt, accompanied by supporting documents, within a maximum period of one month (30 days) after the end date of the service.

## **Article 6 - Confidentiality clause**

The parties consider as strictly confidential and shall refrain from disclosing any information, document, data, idea or concept of which they may become aware in connection with this contract. The contact details of the participants, communicated by the service provider to the customer, are strictly confidential and for professional use. The customer is prohibited from disclosing such information to any third party not party to this contract, unless necessary and agreed upon with the service provider.

## **Article 7 - Insurance**

The company PAYSDOC.COM is the holder of professional liability insurance taken out with Cabinet Didier BAQUE, GENERALI France, Rue du Pont Saint-Pierre, 31000 TOULOUSE, Contract No.: 56349703 C.

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