

- March 2020 -

*Semitour, a Périgord region public-private limited tourism company, manages cultural sites in Dordogne, accommodation and leisure activities. Semitour is accredited to operate sales and bookings of stays and support/leisure services in Dordogne - Registered on the Atout France travel and accommodation operators registry under no. IM024130002 - SIRET no. 415 136 407 000 12 - APE no. 9103 Z - Financial Guarantee: Crédit Agricole Charente Périgord, Avenue du Général de Gaulle, BP 21, 16800 Soyaux, France - Professional liability insurance: Cabinet Macary - Charier, 14 cours Montaigne, BP 80001, 24001 Périgueux cedex, France.*

## **Article 1. Application of General Terms and Conditions of Sale**

**1.1** These general terms and conditions of sale apply to all online ticket orders placed on the website [www.lascaux.fr](http://www.lascaux.fr) via the CityBreak interface. Semitour, the operating company, reserves the right to amend or modify them at any time. As such, the applicable general terms and conditions of sale will be those in force on the date the order is placed.

## **Article 2. Contractual relationships**

**2.1** Information shown on Semitour's website and brochures for the current year may be modified and the customer will be notified of those changes when finalising the order.

**2.2** Semitour is the only contact and is answerable to the customer for the performance of any obligations arising from these general terms and conditions of sale. Semitour cannot be held liable for any damages arising from a force majeure event or due to any third party to the organisation, the visit or the services provided during it.

**2.3** Customers confirm they are legally able to enter into and agree to the terms laid out in this document.

**2.4** The sales products offered on the website [www.lascaux.fr](http://www.lascaux.fr) are governed by these general terms and conditions of sale and are valid while they remain online, until the allocated tickets are exhausted. As such, they may change in real time.

**2.5** Visit timetables may change up until the last minute, however the service's details will not change.

## **Article 3. Price**

**3.1** Prices are listed on Semitour's website and in brochures for the current year. Those prices apply until the annual closing date and are stated as the tax inclusive figure. They are set according to the economic climate at the time the rates are established and may be revised after the order is placed only in the event of changes to taxes pertaining to the services sold or other taxes incurred.

**3.2** Once the ticket order (booking) has been confirmed and paid, Semitour cannot retroactively apply discounts or promotional offers.

## **Article 4. Payment**

**4.1** You have 15 minutes from the time you select tickets to finalise your order. After that time, the tickets will automatically be released for sale.

**4.2** All finalised orders result in the booking becoming

firm and final.

**4.3** All payments must be made in euros.

**4.4** Payment by bank or credit card can be used by customers to purchase tickets online, however only one payment method is permitted per order.

**4.5** Accepted cards are: currently valid Carte Bleue, Visa and Mastercard with no block on them.

**4.6** Card payments are processed through our partner PAYBOX's secure bank servers. This means that no customer banking information moves through the Lascaux website or Citybreak interface. Payment by bank/credit card is perfectly secure. The order is recorded and confirmed as soon as the customer's bank approves the payment.

**4.7** Payment must be made when ordering and must be made with a bank/credit card through the secure payment system (no additional fees).

**4.8** Semitour is not liable for any fees on the bank/credit card transaction that may be incurred due to differences in exchange rates or other reasons.

**4.9** All payments made on the website are processed through the secure payment platform. This means that no customer banking information moves through the website [www.lascaux.fr](http://www.lascaux.fr). Payment by bank/credit card is perfectly secure. The order is recorded and confirmed as soon as the customer's bank approves the payment.

**4.9.1** Semitour reserves the right to refuse to honour any ticket order from a customer who has not fully paid for a previous order or with whom a payment dispute is in progress.

**4.9.2** The ticket order confirmation date is the date on which the order is made and online payment for that order by bank/credit card is received (French law of 13 March 2000 on electronic signatures).

## **Article 5. Cancellation**

**5.1** No cancellation is permitted, except in the event of a force majeure event (illness, death, natural disaster in the Dordogne region, attack or major political event), subject to proof being provided at least forty-eight (48) hours prior to the visit by emailing it to [ticket@semitour.com](mailto:ticket@semitour.com). Customers are reminded that the right of withdrawal provided under the French Consumer Code for sales between professionals and consumers does not apply for leisure activities, in accordance with Article L. 221-28, point 12, of the New French Consumer Code.

## **Article 6. Validity of online ticket orders**

**6.1** The number of tickets booked per transaction cannot exceed nineteen (19) in total (all price categories combined).

**6.2** Online ticket orders dated and purchased via the website [www.lascaux.fr](http://www.lascaux.fr) are only valid for the date and time selected by the customer when ordering. Dates and times cannot be changed once the order has been confirmed.

**6.3** Children's ages may be checked at the ticket office for child tickets purchased online. There is a discounted price for job seekers and disabled people. If proof supporting

the right to a specific price cannot be produced upon entry, Semitour has the right to require payment for the difference between the discounted price and the current full adult price.

**6.4** Under no circumstances can Semitour be held liable, namely in the event of the loss or theft of the ticket order. No copy can be reissued on site.

#### **Article 7. Presenting online ticket orders**

**7.1** The online ticket document, named Ticket, received by email after placing your order must be presented at the ticket office on the day of your visit. This document may be presented printed on white A4 paper or shown on a portable digital device.

**7.2** Printed document: Ticket orders purchased online are intended to be printed on a standard printer using an internet connection. Customers must ensure that the printed ticket orders are of good print quality and must meet the validity terms set out below. Partially printed, dirty, damaged or illegible documents will not be accepted and will be considered invalid. In the event of poor print quality, the customer must reprint the online ticket order(s) until the correct print quality is achieved. Customers may check the print quality by ensuring the details stated on the online ticket order, as well as the QR code, are easy to read. Semitour accepts no liability for any anomalies during the ordering, processing or printing of customer-printed online ticket orders. Tickets may be presented to the ticket office staff/guide on a portable digital device (smartphone or tablet). For this, customers must download the document before arriving on site and must ensure their device is operating correctly. Customers must present the document in such a way that the bar code(s) can be scanned without any manipulation by Semitour staff. Partially downloaded, damaged or illegible documents will not be accepted and will be considered invalid. Semitour accepts no liability for any anomalies during the ordering, processing or downloading of customer-downloaded online ticket orders.

**7.3.** Every printed or downloaded online ticket order comes with a unique QR code, which is checked and recorded upon entry to the site. You cannot enter a site multiple times with the same online ticket order. Only the first person to present the online ticket order will be allowed entry. That person is presumed to be the lawful bearer of the order. Online ticket orders are personal and non-transferable.

#### **Article 8. Personal data security**

**8.1** In accordance with the French Data Protection Act of 6 January 1978, customers have the right to access, correct and dispute personal details held about them. That right may be exercised by writing to us at the following address and stating your full name and address: Semitour Périgord, 25 Rue du Président Wilson, 24001 Périgueux Cedex, France.

**8.2** Personal data collected by Semitour when customers purchase an online ticket are strictly used for ticketing

purposes only.

**8.3** To improve online ticket sale security, Semitour has implemented the 3D Secure system. This is a protocol that requires a second customer identification process, in order to combat online card fraud.

#### **Article 9. Applicable law**

**9.1** Any disputes that arise for whatsoever reason will be subject to a mediation attempt through the sending of a registered letter with confirmation of receipt. However, this mediation attempt is not a prerequisite for requesting interim measures.

**9.2** In accordance with the provisions of Article L.133-4 of the French Consumer Code, in the event of a dispute consumers are hereby informed of their right to a conventional mediation process or any other alternative dispute resolution method.

**9.3** If no amicable solution can be reached within thirty (30) calendar days of the mediation request recipient receiving that request, any dispute regarding the creation, validity, interpretation, performance or termination of the contract will fall under the jurisdiction of the relevant courts of law. The parties elect their address for service at Semitour Head Office, and agree that the Périgueux Court has sole jurisdiction.