

# FOLLOW THE MUMMY

RÉMI DUPIN

## Terms and conditions.

May 1, 2020 version.

These general conditions of sale present the rights and obligations of **Rémi DUPIN**, (the "Service Provider"), known under the trade name "**FOLLOW THE MUMMY**", **micro-enterprise** registered in France (**SIRET number 540 079 068 00032**) whose professional domicile is located at **7 Bis, Cour de la Ferme St-Lazare, 75010 Paris, FRANCE**, on the one hand, and any natural or legal person wishing to benefit from its services (the "Client"), on the other.

### 1. APPLICATION OF GENERAL CONDITIONS - OBJECTIVITY

**Any order placed implies the Customer's full and unreserved acceptance of these general conditions of sale to the exclusion of any other document.**

No specific condition can, except formal and written exception appearing on the estimate or purchase order become firm and definitive, prevail over the present general conditions of provision of services.

The execution of any service by the Provider implies on the part of the Customer the acceptance of these general conditions, and the renunciation of its own general conditions of purchase. Any contrary condition will therefore, in the absence of express acceptance, be unenforceable against the Service Provider, regardless of when it may have been brought to its attention.

### 2. PLACING ORDERS / QUOTATIONS

Each Customer order is preceded by a free quote, drawn up by the Service Provider, based on the information communicated in writing by the Customer.

The estimate sent by the Service Provider to the Customer, by post, fax or email, specifies in particular:

- The type of service ordered (guided tour of museums, support, etc.)
- The date and time and place of the service.
- The amount of the service in the form of a package (day or half day), or by the hour.
- If applicable, the amount of entry tickets purchased by the service provider (on a cleaning invoice different from the service invoice).

To confirm their order firmly and definitively, the Customer must return the quote to the Service Provider without any modification, by email with the expression of their consent and their signature, acting as a voucher for agreement.

In the absence of receipt of acceptance of the quote, the Provider reserves the right not to start its service.

In the absence of confirmation of his order according to the methods defined above within the period indicated on the estimate or failing this within 7 (seven) days from the date of dispatch of the estimate, the latter shall be deemed to have lapsed.

The Provider reserves the right, after having informed the Client, to increase the prices of the services appearing on the initial order confirmation of the Client, and this, in particular in the following cases:

- Increase or decrease in the price of the entrances to the monuments included in the estimate (in particular between the date of issue of the estimate and the date of the service).
- Modification of the conditions of access to the monument.
- All other modifications which are not due to the Provider.

In the absence of the Client's express agreement on these new conditions of realization and / or invoicing, the Provider reserves the right not to start its service.

Any decision to discount, reduce or apply declining rates remains at the sole discretion of the Service Provider, and this only for the service which is the subject. Any discounts or rebates granted to the Customer cannot in any way give rise to an acquired right for subsequent services.

### **3. PROOF**

For the purposes of proof of the existence of this acceptance of quotes, the Customer agrees to consider as equivalent to the original and as perfect proof, the fax, e-mail, copy and IT support.

### **4. OBLIGATIONS OF THE PROVIDER**

The Provider strives to provide the requested service in the best possible conditions (duration and customer request ...) which is assigned to him.

### **5. CLIENT'S OBLIGATIONS**

**The Customer undertakes to make available to the Service Provider all the information concerning the nature of their group (school, seniors, active, etc.) or their difficulties (motor, cognitive handicap, etc.) so that the service can take place in the best condition. If applicable, the Service Provider cannot be held responsible for an inadequacy between the service and the order.**

The Customer undertakes to read the conditions of access to the different sites visited (timetables, accessibility, price conditions, group conditions, etc.) during the service (in the case of purchasing a single service without tickets entry).

The Customer has a period of 14 (fourteen) calendar days from the date of the service to express in writing any disagreement concerning the quality of the service. After this period, the service is considered to have been duly performed and no dispute can be accepted. To this end, the Customer agrees to consider as proof of delivery all services performed according to the estimate.

### **6. LIABILITY**

**The Service Provider's liability is limited only to the amount of the invoice concerned.**

**It is specified that the duration of the service is given only for information, its non-observance can not, in principle, result in penalties. In any event, the Service Provider cannot be held liable for direct or indirect damage caused to the Client or to third parties due to a delay (due in particular to a case of force majeure, road traffic, or any other cause outside the Service Provider).**

## **7. PAYMENT TERMS**

**Advance payment of the full amount of the invoice is requested from private customers when the quote is accepted. Very large quotes can be paid in installments.**

**For tourism professionals, payment is made within 30 (thirty) days from the date of issue of the invoice.**

A credit may be granted to the Customer (strictly 30 calendar days), at the entire discretion of the Service Provider. To benefit from it, official companies and organizations will have to be able to prove their "good payer" status.

In the event of payment by bank transfer or payment by PayPal, the costs will be borne by the Customer.

**It should be noted that in the event of late payment, current orders are automatically interrupted until full payment and the Customer is liable, without prior notice being necessary, in accordance with article L .441-6 of the French Commercial Code,**

**late interest (15%). Thus, any amount not paid within 30 calendar days from the date of receipt of the invoice will be subject to an increase of 15%.**

Unless specific conditions specified on the estimate, the invoices are to be established net (VAT not applicable, art.293-B of the CGI).

## **8. CANCELLATION**

**In case of cancellation by the Customer of an order already accepted for whatever reason, it must be notified in writing to the Provider.**

**The cancellation conditions are as follows:**

• **In the case of simple or accompanying service (guided tour without entrance tickets):**

- **Cancellation up to 72 hours before the service: 100% refund**
- **Cancellation after 72 hours: 50%**
- **Cancellation on the day of the service: no refund.**

• **In the case of guided tour service + tickets included; the above conditions apply for the service but the tickets included will not be refunded regardless of the time except in cases of force majeure (see conditions for reimbursement of the sites concerned).**

• **In the case of a stay (order of a day or more of accompaniment or guided tours):**

- **Cancellation up to one week before the start date of the service: 100% reimbursement of the amount of the service.**

◦ **Cancellation less than a week before the start date of the service: reimbursement of 50% of the total amount of the service.**

- **Cancellation 24 hours before the start of the service: No refund will be made.**

## **9. DISPUTES**

The parties agree, in the event of a dispute of any kind and before any legal action, to submit to an attempt at conciliation.

To do this, from the occurrence of the disputed fact, the parties agree to jointly submit an arbitration committee.

## **10. APPLICABLE LAW - COMPETENT JURISDICTION**

These general conditions are subject to French law and must be interpreted in accordance with it. Failing payment amicably in accordance with article 9 above, the parties assign exclusive jurisdiction to French courts to settle any dispute relating to the provision of service and these general conditions.