

## SPECIFIC CONDITIONS OF SALE PRIVACY POLICY PAINT AWAY TOURS

*Last updated on 01/11/2024*

PAINT AWAY TOURS, a simplified joint-stock company with a capital of 20,000 euros, whose registered office is located at 17 Avenue de Castelnau – 34120 PEZENAS, registered in the Trade and Companies Register of BEZIERS under the number SIREN 903 003 762.

As a travel organizer and tour operator, it is registered in the Register of Travel Operators under number IM034220001 and has taken out a financial guarantee with the Association Professionnelle de Solidarité de Tourisme (APST), 15 Avenue de Carnot 75017 Paris, France.

The company PAINT AWAY TOURS has also taken out with the insurance company HISCOX, located at 38 Avenue de l'Opéra, 75002 Paris, a Professional insurance policy, No. PRC0255334, applicable worldwide, covering risks in accordance with the Tourism Code and guaranteeing its Professional Civil Liability up to €1,500,000.

The email of PAINT AWAY TOURS is [beatrice@paintawaytours.com](mailto:beatrice@paintawaytours.com) and its phone number is: +1 (646) 809 47 90.

PAINT AWAY TOURS is active in the distribution of all services and benefits relating to the tourist and creative tour operator, (hereinafter referred to as the "Products") via the Internet and via the Websites [www.paintawaytours.com](http://www.paintawaytours.com) (hereinafter referred to as the "Sites").

The Site is owned and edited by PAINT AWAY TOURS. The director of publication is Mrs Béatrice DUNSKI. The host of the Site [www.paintawaytours.com](http://www.paintawaytours.com) is Squarespace, whose address is Squarespace Ireland Ltd. 1st Floor - The Pole House - Ship Street Great - Dublin 8. Ireland.

Any registration for a stay implies knowledge and acceptance of the special conditions of sale developed on this page.

### 1. General remarks

#### a- Definitions

In the context of these T&Cs, the following terms, in the singular or plural, have the meaning indicated below:

**Travel agency:** the activity of a travel agency consists mainly in selling, wholesale or retail, travel services, organized travel, transportation and accommodation.

Contract concluded remotely: Any contract concluded between a professional and a consumer, within the framework of an organized system of sale or provision of services remotely, without the simultaneous physical presence of the professional and the consumer, by the exclusive use of a or several remote communication techniques until the signing of the contract (article L. 221-1 1° of the Consumer Code)

**Travel products:** which include the following services: organization and booking of trips, individual and group stays, booking of hotels, tourist accommodation, catering, guide service, transportation, leisure, creative activities, organization and reception of groups, sale of tourist packages and any other activity of a travel agency and tour operator, production of creative activities, exhibitions, trips and events.

**Package travel:** combination of at least two different types of travel services exceeding 24 hours or including an overnight stay if these services are combined by a single professional and with the conclusion of a single contract, sold at an all-inclusive price, advertised under the denomination of "package" or a similar denomination.

**Creative stay:** stay including the services of a package trip to a creative activity course such as painting, drawing, photography, ceramics, sculpture and all other creative activities.

**Booking:** acceptance to make a trip as detailed in the travel program. This is carried out by signing your travel

program, the Paint Away Tours conditions of sale which takes place either by your validation (double click) online on the Site, or by your acceptance in writing as well as by payment. to Paint Away Tours of the price of the trip according to the terms specified in paragraph 2.

#### Customer account

In order to place an order online on the Site, you have to create a Customer Account.

For the creation of his account, the Customer will be asked to give:

- Personal information: surname, first name, postal address
- Email, phone

This collected data is necessary for the purpose of processing.

At the end of the creation of their Customer Account, a confirmation e-mail summarizing the provided information is sent to the Customer at the address which they have previously given.

The Customer undertakes to provide accurate, up-to-date, complete data and to maintain its accuracy. The Customer agrees not to create an account under a false identity. It is up to the Customer to update the data about them.

The connection identifier is the Customer's e-mail address. Access to the Client Account is protected by a personal and confidential password. The Customer undertakes to keep it secret and not to communicate it to third parties for any reason whatsoever. The Customer is responsible for their password. If they notice that their account is being used fraudulently, the Customer agrees to immediately report it to PAINT AWAY TOURS.

#### b- General Principles

These General Conditions of Sale define the terms of online sales concluded between PAINT AWAY TOURS and any consumer making a purchase via the Site.

They are written in French in their original version which alone is authentic and prevails over any other version.

These General Conditions of Sale apply to the exclusion of all other conditions. They are accessible by the Customer on the Site at any time and they are systematically submitted to the Customer before any order and at the time of registration of the order.

When you open a Customer Account, you click on the button "I accept the general conditions of sale", which gives the Customer's consent to the application of these general conditions of sale.

The Customer declares to have read the following provisions before placing an order for the Products.

Consequently, the fact of placing an order (any stay booking) implies the Customer's full and unreserved acceptance of these General Conditions of Sale.

A printed version of the General Conditions of Sale as well as any information sent by electronic means will be admitted in any legal proceedings related to the application of these General Conditions of Sale the same way and under the same conditions as any other written document and stored in paper format.

The fact of not exercising, at any time, a prerogative recognized by these General Conditions of Sale, or not requiring the enforcement of any provision of the agreement resulting from the said Conditions can in no case be construed, neither as an amendment of the contract, nor as an express or tacit waiver of the right to exercise the said prerogative in the future, or the right to require the scrupulous execution of the commitments entered into herein.

In the event that any of the terms of the General Conditions of Sale would be considered as illegal or unenforceable by a court decision, the other provisions will remain in force.

#### **c- Amendments of the General Conditions of Online Sale**

Given the possible evolutions of the Site, PAINT AWAY TOURS reserves the right to adapt or amend these General Conditions of Sale at any time. Consequently, PAINT AWAY TOURS invites the Customer to consult the General Conditions of Sale before any new order. The General Conditions of Sale then in force will apply to all orders placed from the date of their online publication.

#### **d- Legal majority and capacity**

The Customer declares to be legally capable of entering into this Contract, the General Conditions of Sale of which are presented below, that is to say to be of legal majority and not to be under guardianship or curatorship.

### **2- Registration and payment**

The Customer makes his booking from the online catalog of PAINT AWAY TOURS accessible on the Site. All orders are made via the Site, by telephone: +1 (646) 809 4790 or by email: [beatrice@paintawaytours.com](mailto:beatrice@paintawaytours.com).

Any booking implies acceptance of the description of the products and the prices in force on the day of the booking.

PAINT AWAY TOURS does not consider a registration as definitive until receipt of a booking form duly completed on the website: [www.paintawaytours.com](http://www.paintawaytours.com), accompanied by the payment of a deposit of 1000 Euros or more 90 days from the date of departure, or payment of the entire stay if departure takes place less than 90 days. In all cases, a written response from us will be required to confirm your registration. The balance of the trip must reach us at least 90 days before departure, without any reminder from us. In the event that this does not reach us in due time, we will consider the registration as canceled under the ordinary cancellation conditions.

To place an order online on the Site, the Customer must:

- fill their basket with one or more Products;
- identify themselves with their email address and password if they already have a Customer Account, or create a Customer Account;
- complete an online booking form.

- tick the box "ask an option" (without payment) or booking (with payment of a 1000 Euros deposit)

Once his order has been filled, the Customer has the possibility of checking the Products ordered, the total price of their order and the conditions of the latter. They choose their method of payment. They can, if needs be, change this order or return to their order before validating it definitively.

The order will not be definitively recorded until the last validation of the order summary screen. This action is assimilated to the handwritten signature referred to in Article 1367 of the Civil Code and to the conclusion of a contract in electronic form within the meaning of Articles 1127-1 and 1127-2 of the French Civil Code.

From this action:

- the Customer confirms their order and declares to accept it, as well as the entirety of these General Conditions of Sale fully and unconditionally; and
- the order is considered as irrevocable and can only be called into question in the limited cases provided for herein.

The Customer has the opportunity to print the order form corresponding to their order.

### **3- Confirmation of the order**

Upon registration of their order by the Customer, a detailed acknowledgment of receipt thereof is sent to him at their e-mail address which was given previously. This acknowledgment of receipt specifies the exact amount invoiced, the indication of the products ordered and their quantity, the terms of delivery of the order and refers to these General Conditions of Sale.

This acknowledgment of receipt is considered as an acceptance of the order by PAINT AWAY TOURS and will validate the transaction. The Customer accepts that the order registration systems serve as proof of the purchase and its date. By keeping this e-mail and/or printing it, the

Customer has proof of their order that must be kept in a safe place as PAINT AWAY TOURS recommends it.

This e-mail confirms that the Customer's order has been taken into account by PAINT AWAY TOURS and not that the ordered Product is available.

PAINT AWAY TOURS undertakes to carry out online orders only within the limit of available places.

In the absence of availability, PAINT AWAY TOURS undertakes to inform the Customer as soon as possible by e-mail or by telephone. The Customer has the option, in the event of unavailability of the ordered Product, either to cancel or to amend their order. In the event of cancellation for unavailability, the Customer will be reimbursed within fourteen (14) days of receipt of their cancellation request.

#### **4- Payment**

The payment of the order is cash on the day of the order. This is a payment within the meaning of this article, the effective implementation of the funds at the disposal of PAINT AWAY TOURS.

##### **a- Methods of payment**

Invoices are payable in euros at PAINT AWAY TOURS headquarters.

Payment is made online when ordering by credit card under the following conditions:

- Online payment of a 1000 Euros deposit by credit card, bank transfer, Paypal and any other payment method offered by the Stripe payment platform
- Confirmation of payment sent by email after receipt of payment
- Email with a link for payment of the remaining balance to be paid on Stripe

A final nominative invoice is published from the information filled in the booking form which summarizes the deposit paid with the date and the payment of the balance.

At that time, a contract is issued with a booking confirmation.

In all these cases, the order will be processed upon receipt of payment and subject to its collection.

If the bank refuses, the order will be automatically cancelled.

##### **b- Security of transactions**

In order to optimize the security of transactions on the Internet, the Site uses an online payment system SSL (Secure Socket Layer) so that all means are implemented to ensure confidentiality and security of the data transmitted, within an online payment.

Our online payment system automatically checks the validity of access rights when paying by credit card and encrypts all exchanges in order to guarantee confidentiality. To benefit from the SSL secure payment method, the Customer must use browsers compatible with the SSL system.

##### **5- Conditions and cancellation fees**

Any cancellation on your part must be notified to us in writing by e-mail or by registered mail with acknowledgment of receipt. The shipment date of the email or in the case of registered mail, the date affixed by the post office will be retained as the date of cancellation for the invoicing of the costs.

##### **a- Cancellation by the customer**

Any cancellation of their registration by the customer will result in the enforcement of the following conditions:

- more than 90 days before departure: the sums paid as a deposit will be refunded to you (excluding insurance) except withholding a lump sum of €150 per person.
- between 89 and 60 days: 75% of the total amount including tax of the trip is refundable (excluding insurance) except withholding a lump sum of €150 per person.
- between 30 and 59 days: 50% of the total amount including tax is refundable (excluding insurance) except withholding a lump sum of €150 per person.

- between 0-29 days: 0% of the total amount including tax of the trip is refundable.

You can take out insurance for the reimbursement of sums deducted in the event of cancellation or interruption of your stay for "All justified causes, unforeseeable and beyond the customer's control" with our partner travel agency (see chapter "insurance") to be subscribed before your departure.

##### **b- Cancellation by the organizer**

PAINT AWAY TOURS reserves the right to cancel a stay if compliance with an essential element of the trip or stay is made impossible as a result of an external event which is binding on PAINT AWAY TOURS. In this case, the sums paid for the stay will be fully refunded.

If PAINT AWAY TOURS finds itself obliged to cancel a trip due to an insufficient number of participants, the participants will be fully reimbursed, without being able to claim compensation.

Under article R211-10 Paragraph 3, when the minimum number of participants has not been met, the decision to cancel the trip will be communicated to you no later than 21 days (for a stay of more than 6 days), or 7 days (for a stay of 2 to 6 days), before the departure date initially planned.

Under no circumstances will these cancellations give rise to the payment of damages for costs incurred at your expense (plane tickets, train, equipment, etc.). PAINT AWAY TOURS may also offer the customer a substitute stay.

#### **6- Modifications/Assignment**

##### **a- Modification of reservation**

The name change of one or more participants is possible. It requires the following costs payable by customers: €55 per file. PAINT AWAY TOURS must be notified in writing of the change of name or booking and this at least 30 days before the start of the stay. Without being notified within the time limit, non-registered participants will not be accepted and the above cancellation fees will be applied. Other transfer fees may be applied by the partners organizing the

stays, this amount depends on the organizer and can be known on request at the time of booking.

#### **b- Possible modifications of the programs**

It may happen that PAINT AWAY TOURS is brought, for multiple reasons, to change the hotels or the itinerary without this measure constituting a change of an essential element of the stay. As far as possible, the customer will be notified in advance. When these modifications take place during the stay, only the services not provided or not replaced will be reimbursed. Under no circumstances may the traveler claim damages or compensation. The proposed routes are recommended ones and they are not compulsory. We cannot be responsible for changes resulting from weather constraints, deviations, navigation authorizations, road developments, traffic changes, etc. on the routes we offer.

We are not responsible for changes in opening hours or changes beyond our control (closure, change of activity, route changes).

#### **7- Practical information**

The traveler must be in possession of valid identity papers, visas and other documents required by the authorities of the country or countries crossed during the trip. PAINT AWAY TOURS cannot be held responsible in the event that the client is unable to meet health, police or customs checks. The information in this document and in the special conditions apply to French nationals. Between the publication of this document and the date of departure, administrative or health amendments are likely to occur. It is up to the customer to find out about the formalities according to his nationality. For minors, parents are required to have valid documents.

In accordance with Article L211-16 of the Tourism Code, PAINT AWAY TOURS cannot be held responsible in particular for the following events: delay or impossibility of a participant to show the documents required in good standing (whether administrative documents and/or or sanitary facilities required to undertake the trip), loss or theft of these documents and/or plane tickets, unforeseeable, exceptional and unavoidable circumstances (such as strikes, social events, political unrest, bad weather and

riots. But also technical incidents or external administrative, breakdowns, loss or theft of luggage or other personal belongings of travellers.

Travel documents: A file containing all the characteristics of the trip will be sent to you by email at least 1 month before the departure date. This file will include information about administrative formalities (passport, duration of obtaining visas.), health and safety information of the country of destination.

#### **a- Administrative and health formalities**

PAINT AWAY TOURS provides information on administrative and health formalities for French nationals. For other nationalities, we are at your disposal to accompany you in your steps if you wish.

Before any registration, you must check that each of the travelers is in possession of a valid passport or national identity card (CNI), as well as any other document / proof (visa, authorization(s) of exit from the territory, family record book, etc.), necessary and in accordance with the requirements for transiting and/or entering the country of travel. Travelers are responsible for obtaining all the documents required by the authorities of the countries visited (identity card or up-to-date passport, visa, vaccinations, etc.). PAINT AWAY TOURS cannot, under any circumstances, be held responsible for the consequences of the customer's failure to observe police, customs or health regulations, before and during the trip. In accordance with article L211-16 of the Tourism Code, PAINT AWAY TOURS cannot be held responsible in particular for the following events: delay or impossibility of a participant to present the documents required in good standing (whether administrative documents and/or or sanitary facilities required to undertake the trip), loss or theft of these documents and/or plane tickets, unforeseeable, exceptional and unavoidable circumstances (such as strikes, social events, political unrest, bad weather and riots. But also technical incidents or external administrative, breakdowns, loss or theft of luggage or other personal belongings of travellers.

#### **b- Information about security and recommendations from the Ministry of Foreign**

##### **Affairs**

PAINT AWAY TOURS advises you to regularly consult the "country sheet" on the French website of the Ministry for Europe and Foreign Affairs (MEAE) relating to the country of your trip on the website [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr) section "advice-for-travellers". You can also declare your trip abroad on the Ariane account on the site: <https://pastel.diplomatie.gouv.fr/fildariane/dyn/public>.

You can also regularly consult the information about the health risks of the country concerned and follow the recommendations available on the websites [www.solidarites-sante.gouv.fr](http://www.solidarites-sante.gouv.fr) (French Ministry of Solidarity and Health) and [www.who.int/fr](http://www.who.int/fr) World Health Organization (WHO).

##### **c- Accessibility**

Given the services provided by PAINT AWAY TOURS, it is strongly recommended that anyone requiring assistance, whatever it may be, contact PAINT AWAY TOURS by telephone at: (+1) 646 809 4790 or by email: [beatrice@paintawaytours.com](mailto:beatrice@paintawaytours.com) before booking.

PAINT AWAY TOURS cannot guarantee the Customer access, by his own means, to all the activities, travel and infrastructure.

Non-autonomous people (due to illness, physical or mental disability) may be advised against or refused the booking because of potential difficulties in implementation given the nature, characteristics and location of the proposed activities. PAINT AWAY TOURS will not be responsible for any difficulty encountered by the Customer who has not correctly indicated his or her assistance needs when booking.

##### **d- Accompanying minors**

PAINT AWAY TOURS agrees to register minors provided that they travel with a legal guardian or responsible parent. PAINT AWAY TOURS reserves the right to refuse registration after studying the traveler's file, if it appears that the type of trip is incompatible with age. Registrations of minors must be signed by the legal guardian and bear the

mention "agreement of the father, mother or guardian". Depending on the destination, minors must be in possession of a national identity card (CNI) or passport in their name, an authorization to leave the territory (form), a visa, a photocopy of an official photo ID of the signing parent.

## 8- Rates

The prices of the Products are indicated, according to the Customer's country of residence:

- in euros all taxes included
- in US dollars, all taxes included.

They take into account the VAT in force for France on the day of the order.

Access to the Site is via the Internet. The costs of access to the Internet network by means of a remote communication service are the responsibility of the Customer.

The prices indicated do not include the journey to the starting point of the circuit.

Upon signature of the estimate or the booking form, the price is firm and definitive, except in the case of an increase below.

Price increases are only possible in order to take into account the following variations:

- price of transportation, linked in particular to the cost of fuel;
- fees and taxes (tourist, landing, disembarkation, boarding taxes);
- exchange rate in relation to the contract.

PAINT AWAY TOURS will inform the Customer of any price increase, no later than 20 days before the start of the trip.

## 9- Liability

### a- Responsibility of the organizer

PAINT AWAY TOURS strives to ensure, to the best of its ability, the accuracy and updating of the information published on the Site, and it reserves the right to amend it any time and without any notice. However, it cannot

guarantee the accuracy, precision or completeness of the information appearing on the Site. Consequently, it declines all responsibility for imprecisions, inaccuracies or omissions relating to the information available, as well as any responsibility for damage resulting from fraudulent intrusion by a third party leading to a change of the information contained on the Site.

The hypertext links set up within the framework of this Website towards other resources present on the Internet network cannot engage the responsibility of PAINT AWAY TOURS. Indeed, PAINT AWAY TOURS has no means to control the Sites in connection with its Site, of which the Customer is expressly informed by virtue of these presents. Consequently, the risks associated with this use are entirely the responsibility of the Internet user, who must comply with the conditions of use specific to each Site.

Similarly, the photographs and texts reproduced and illustrating the Products presented are not contractual. Consequently, PAINT AWAY TOURS cannot be held liable in the event of an error in one of these photographs or one of these texts.

### Use of the Site

The use and browsing on the Site are under the responsibility of the Customer. PAINT AWAY TOURS waives all responsibility and cannot be held liable for any damage or virus that may affect computer equipment or any other material when accessing the Site, using the Site or browsing the Site, downloading any content, data, text, images or files from the Site.

### Services and providers

PAINT AWAY TOURS undertakes to use all the means at its disposal for the proper performance of the services offered in this document. However, insofar as PAINT AWAY TOURS acts as an intermediary between service providers, it cannot be held liable if the non-performance or poor performance of the services is attributable to:

- a) either to the Customer (non-compliance with schedules....)
- b) or a case of force majeure (strikes, bad weather, wars, earthquakes, epidemics, political unrest, etc.)
- c) either to an event, unforeseeable and insurmountable, of a foreign third party: change of the route, road works,

navigation authorizations, bankruptcy of a service provider, delays (including postal delays) for the transmission of various documents, breakdowns, loss or theft of luggage and other effects...

The delay(s) suffered whose origins are the cases referred to above as well as the itinerary changes which may result from them cannot entail any compensation for any reason whatsoever, in particular because of the change of the duration of the program initially planned. or delay in connecting. Any additional costs related to a disruption (tax, hotel, parking, etc.) will remain the responsibility of the customer.

PAINT AWAY TOURS reserves the right to change the dates, times or planned routes if it deems that the safety of the traveler cannot be ensured and this without the latter being able to claim any compensation.

The photos contained on the website [www.paintawaytours.com](http://www.paintawaytours.com) are not contractual.

### b- Responsibility of participants in case of health risk to the group

It is the responsibility of each participant to take into consideration the collective nature of the activities and of the organized holiday as a whole for which he/she has registered and, consequently, to assume full and complete responsibility for the behaviour that he/she may adopt towards the other participants in the event of any symptoms that he/she may present (barrier gestures, wearing a mask, carrying out a Covid test, isolation from the other participants, etc.).

In particular, each participant will have to take appropriate measures in the event of any viral or contagious infection that could affect the smooth running of the activities and the health of other participants and/or vulnerable persons.

For its part, the organizer is free to impose an absence of contact with other participants, on the part of the customer who informs him of a viral infection.

The organizer cannot be asked to cover additional costs, such as the need for individual transport or a single room. It is strongly recommended that you take out specific travel insurance to cover any such additional expenses. No



reimbursement of the stay or of activities that could not be carried out in full or in part is possible.

During the stay, any participant who is unwell may go about their own business, which will remain at his sole charge and under his full responsibility.

### **10- Withdrawal period**

In the context of the purchase of a package travel, the Customer does not benefit from a right of withdrawal.

Therefore and in accordance with Article L 221-28 of the Consumer Code, the Customer does not benefit from a withdrawal period for the purchase of travel services.

### **11- Insurance**

PAINT AWAY TOURS, SAS with capital of €20,000 - SIREN: 903 003 762 - Intra-community VAT: FR51 903 003 762 - Head office: 17 Avenue de Castelnau, 34120 PEZENAS - registered in the Register of Travel and Holiday Operators to Atout France under the number: IM037170002 benefits from a financial guarantee: APST, 15 Avenue de Carnot 75017 PARIS, France - and professional civil liability insurance contract n°PRC0255334 - HISCOX France, 38 Avenue de l'Opéra, 75002 Paris.

### **12- Privacy policy and protection of personal data**

PAINT AWAY TOURS declares to respect and undertakes to respect the regulations relating to personal data in force in France, and in particular the European Data Protection Regulation of April 27, 2016 (RGPD) and the Data Protection Act of January 6, 1978 as amended.

#### **a- Data collection**

When placing your order, PAINT AWAY TOURS collects personal data for the conclusion of the Contract, its execution, its management and the establishment of invoices.

PAINT AWAY TOURS may use your personal data for commercial solicitations in accordance with the legal requirements in force. The data collected in this context is as follows:

- Surname, first name, postal address
- Email and phone
- Date of Birth
- Identity card / passport number
- Visa
- Vaccination pass (or any other document required by the health authorities of the countries concerned)
- Food allergies and any other medical document that the client deems useful to communicate to PAINT AWAY TOURS

Collection is based on performance of the Contract.

During collection, certain data must be provided and are marked with an asterisk, others are optional.

PAINT AWAY TOURS undertakes not to use the data collected for purposes other than those mentioned above (unless requested by a competent judicial and/or administrative authority).

Your data is kept in an active database for the duration of the Contract or 3 years from the last contact with you, and in an archive database for a period of 5 years, duration of the prescription of common law.

The recipient of the data is PAINT AWAY TOURS. However PAINT AWAY TOURS reserves the right to transmit all or part of the personal data of its Customers to its subcontractors for the purposes of the Contract, and in particular the execution of any order.

PAINT AWAY TOURS undertakes to take all necessary precautions to preserve the security of the data communicated and, in particular, to prevent it from being distorted, damaged or unauthorized third parties from having access to it.

You have the right to ask PAINT AWAY TOURS for access, amendments, erasure or portability of your personal data. You can also request a limitation of processing or oppose the processing of data about you. You have the right to withdraw any time your consent to the processing of your data.

You can exercise your rights by sending an e-mail to PAINT AWAY TOURS at the following coordinates: [beatrice@paintawaytours.com](mailto:beatrice@paintawaytours.com) or a letter to 17 Avenue de Castelnau, 34120 PEZENAS, mentioning your full contact details (surname, first name, address, telephone, e-mail address) and specifying the subject of your correspondence. You may be asked to provide proof of your identity.

Finally, you have the option of lodging a complaint with the CNIL.

PAINT AWAY TOURS does not rent or resell files containing customer data. In accordance with Law L.233-2 of the Consumer Code PAINT AWAY TOURS professional brought to collect telephone data from a consumer, informs the traveler of their right to register on the list of opposition to canvassing: <http://www.bloctel.gouv.fr>

#### **b- Cookies and other tracking technologies**

During your visit to the Site, cookies may be placed on your computer, tablet or smartphone.

A "cookie" is a small text file that contains information specific to the user of the Site. It is stored on the user's hard drive and can only be read by the server that provided it.

For example, cookies help us remember your user name the next time you visit, understand your interactions with our content and improve it based on the information collected.

The information obtained by the cookies is stored on the server that hosts the Site and which is Squarespace, whose address is Squarespace Ireland Ltd. 1st Floor - The Pole House - Ship Street Great - Dublin 8. Ireland..

#### **c- The purpose of the cookies used**

PAINT AWAY TOURS has a limited use of "cookies" in order to facilitate your browsing on the Site, to optimize the consultation of the Site, to carry out audience measurements. Cookies are kept for a maximum of 13 months.

In this case, it is:

- cookies necessary for the proper functioning of the Site;
- functionality cookies;
- traffic analysis cookies;
- advertising cookies (possibly).

If you do not want this technology to be used, you can deactivate this function in your browser software while maintaining access to the Site. This may limit your ability to use/benefit from certain features of our Site.

#### **d - Cookie management**

During the first session of Internet users on the Site, a cookie banner will appear on the home page. A clickable link allows you to find out more about the usefulness and operation of cookies. Continuing to browse on another page of the Site or selecting an element of the Site (image, link, "search" button, etc.) constitutes acceptance of the use of cookies by Internet users.

At any time, you can choose to disable cookies. Your browser can also be configured to notify you of the cookies that are placed in your browser software and ask you to accept them or not.

You can accept or refuse cookies on a case-by-case basis or refuse them systematically.

We remind you that the setting is likely to modify the conditions of access to our content requiring the use of cookies. We remind you that the deletion of certain cookies is likely to change your conditions of access to our Site.

For more information on cookies, you can consult the CNIL information page: <http://www.cnil.fr/vos-droits/vos-traces/les-cookies/>

#### **13 - Image rights**

Participants authorize PAINT AWAY TOURS to take photographs, videos or digital recordings. They also authorize PAINT AWAY TOURS to fix, reproduce, use and distribute free of charge and non-exclusively the photographs, videos or digital or audio recordings representing them, taken during the tourist stay as well as to exploit these elements, in part or in entirety, for commercial purposes.

The aforementioned images are particularly likely to be exploited and used by PAINT AWAY TOURS, in full or in extracts, on the following media (non-exhaustive list) for a period of 10 years:

- Distribution on social networks: Instagram, Facebook, Youtube, Pinterest...

- Distribution on the websites of [www.paintawaytours.com](http://www.paintawaytours.com)

- Publication in a book, magazine, press, partnership file, press kit...

- Use in digital recording media, exhibition, advertising, public screening, competition,....

When ordering, participants acknowledge that they are fully satisfied with their rights and cannot claim any compensation for the exploitation of the rights referred to in this article.

Any participant wishing to object must inform PAINT AWAY TOURS in writing, at the following email: [beatrice@paintawaytours.com](mailto:beatrice@paintawaytours.com).

All photographs, videos, digital recordings or audio recordings are the exclusive property of PAINT AWAY TOURS.

#### **14 - Pre-contractual information and travel contract**

The combination of travel services offered to you is a tourist package within the meaning of Directive (EU) 2015/2302 and Article L.211-2 II of the Tourism Code.

You will therefore benefit from all the rights granted by the European Union applicable to packages, as transposed in the Tourism Code.

PAINT AWAY TOURS will provide a copy or confirmation of the contract on a durable medium, which will also include these T&Cs as well as the mandatory pre-contractual information due to the traveler.

#### **15- Solvency and guarantee of deposited funds**

PAINT AWAY TOURS is a member of the APST Association Professionnelle de Solidarité du Tourisme. Since Decree No. 2015-1111 of September 2, 2015, "The financial guarantee is allocated to the reimbursement of all the funds received by the travel and holiday operator in respect of the commitments it has contracted with regard to

of the end consumer for services in progress or to be provided and makes it possible to ensure, in particular in the event of suspension of payments having led to a bankruptcy filing, the repatriation of travelers and the payment of additional accommodation costs which would result directly from the 'organisation of repatriation'. As a collective guarantee body, the Professional Association for Tourism Solidarity (APST) issues this financial guarantee.

#### **16- Force majeure**

PAINT AWAY TOURS disclaims liability for any breach of its contractual obligations in the event of force majeure or fortuitous events, including, but not limited to, disasters, fires, internal or external strikes, internal or external failures or breakdowns, and in general any event that does not allow the proper execution of orders.

#### **17- Applicable law and competent jurisdiction**

These General Conditions are subject to French domestic law, excluding any international convention.

In the event of a dispute relating to these General Conditions or to the sale, the parties will try as far as possible to resolve their dispute amicably.

In the absence of an amicable agreement, the competent Court is that of the place of the registered office of PAINT AWAY TOURS.

#### **18- Use of the consumer mediator**

The Customer must first attempt to resolve the dispute by sending his or her written complaint directly to PAINT AWAY TOURS (by post or e-mail).

In the absence of a satisfactory response or in the absence of a response within 60 days, the Customer may contact the Tourism and Travel Arbitrator, whose contact details and methods of entry are available on their website:

<https://www.mtv.travel/>

This process is free, and can be done directly online.

If this arbitration fails, or if you do not wish to use it, you remain free to submit your dispute to the competent courts.

*Last updated on 01/11/2024. © PAINT AWAY TOURS 2024.*

**PAINT AWAY TOURS - SAS with a capital of 20,000 €**  
**Head office: 17 Avenue de Castelnaud, 34120 PEZENAS**  
**SIREN: 903 003 762**  
**Intra-community VAT: FR51 903 003 762**  
**Atout France: IM034220001**  
**Financial Guarantee: APST, 15 Avenue de Carnot**  
**75017 PARIS, France**  
**Civil and Professional Liability Insurance: HISCOX**  
**France, 38 Avenue de l'Opéra, 75002 Paris - Contract**  
**n°PRC0255334**