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Marathon du Médoc

## Preamble

The order of a package («pack») presented on the website WWW.tuttimedoc.com as part of the Marathon du Médoc 2024, is subject to the buyer's acceptance, and is tantamount to the buyer's unreserved acceptance of all the conditions of sale set out below. The buyer's acceptance is materialized by his electronic signature, materialized by the «validation click», as well as by the communication of his bank details for the payment of his order. This electronic signature has the value of a handwritten signature between the parties. This double step is equivalent for the buyer to recognize that he has taken full knowledge and that he approves all the conditions set out below. Except in the cases restrictively provided for by these terms and conditions of sale, the approved order signed electronically by the buyer, through the «click of validation of the General Conditions of Sale», is a final order, and can not be retracted.

## ••• Article 01: purpose

The present conditions of sale aim to specify the rights and obligations of the buyer and the organiser with regard to the packages sold as part of the Marathon du Médoc via its website: **www.tuttimedoc.com** 

#### ••• Article 02: identification of the author of the travel offer

The offer of sale of the packages governed by these conditions of sale is proposed by the SARL TUTTI QUANTI, registered in the French Trade Register under the Siret number 43503194300036, benefiting from a registration in the register of Atout France Travel Agencies IM03300011.

Civil liability: HISCOX 19 rue Louis Legrand 75002 PARIS

Financial guarantee: GROUPAMA ASSURANCE-CREDIT & CAUTION 126 rue de la Piazza 93199

Noisy-Le-Grand Cedex

#### The coordinates of Tutti Quanti are as follows:

Postal Address LD LANSADE 5 – 33540 DAUBÈZE – France

Téléphone: + 33 5 56 71 70 19

E-mail: marathon@agencetuttiquanti.com

## ••• Article 03: packages

The essential characteristics of the packages offered on our registration site are defined according to the following conditions. In any case, the presentation photos proposed on the site are not contractual, and cannot engage the responsibility of Tutti Quanti towards the buyer.

#### 1. Duration of the trip

Our packs are for a minimum of 2 nights' accommodation in a hotel chosen by the buyer at the time of registration, from SEP. 2024, Friday 06thto Sunday 08th. We do not take in charge the trip to the site.

#### 2. Meals

Breakfasts are included in all the accommodation on offer.

Meals linked to the organisation of the Marathon such as the «1000 Pasta Dinner» on Friday evening and the «Lunch - walk» on Sunday are optional purchases subject to availability at the time of booking.

#### 3. Availability of the packs

The packages presented, the distance selling of which is governed by the present terms and conditions of sale, are available as long as the package concerned appears on the electronic offer, and until the available Medoc Marathon bibs and accommodation are sold out.

## ••• Article 04: offer period

The packages governed by these terms and conditions of sale are valid until the available Medoc Marathon bibs and accommodation are sold out.

## ••• Article 05: price

The price is indicated in Euros for each package and includes all taxes.

Excluded from the price are all services not mentioned, services prior to arrival on site such as travel or travel expenses, possible administrative costs related to passports, visas or vaccinations as well as all expenses of a personal nature. The costs of a visit to the doctor in order to obtain a medical certificate signed in accordance with the requirements of the Marathon du Médoc remain the responsibility of the purchaser.

Prices are calculated according to a number of nights, not whole days.

The price guaranteed to the buyer is the price appearing on the registration site on the date of the order, which is materialized by the confirmation of his order by the buyer under the conditions referred to in Article 6 below.

## ••• Article 06: offer acceptance

For each of the proposed packages, the acceptance of the offer by the buyer is materialized by the validation, within the framework of the electronic registration site **https://www.tuttimedoc.com/en**, by a «validation click» of the totality of the following information, some of which, indicated in bold, must be completed by the online buyer.

- . buyer's name
- . first name
- . address
- . e-mail
- . phone number

#### Confirmation of the order:

- . price, which will be reconfirmed to the buyer before online payment.
- . method of payment (credit card)
- . Card number
- . expiry date

#### ••• Article 07: cancellation

All bookings are immediately settled at 100% (no deposit possible). As soon as the reservation is made, any cancellation on the part of the buyer will result in the mentioned charges:

#### **Cancellation fees:**

- From reservation to 90 days before arrival: 35% penalty per person cancelled
- From 89 days to 60 days of arrival: 45% penalty per person cancelled
- From 59 days to 30 days of arrival: 55% penalty per person cancelled
- From 29 days to 21 days of arrival: 75% penalty per person cancelled
- From 20 days to the day of arrival: 100% penalty per person cancelled

#### Cancellation by the organizer for force majeure:

If the Marathon du Médoc had to be cancelled due to force majeure or for a reason beyond the control of Tutti Quanti, no refund could be made and no compensation received.

## ••• Article 07 bis: runner's name change

Tutti Quanti will charge a €25 name change fee.

## ••• Article 08: payment

The buyer must pay by credit card the full payment of his order at the time of acceptance of the offer, under the conditions referred to in Article 6 above.

Tutti Quanti accepts bank cards as VISA, EUROCARD and MASTERCARD, drawn on a national or foreign bank or by PAYPAL. The buyer guarantees to Tutti Quanti, at the time of validation, that he is in a regular situation with regard to the issuer of the payment card. The validation by the buyer of the communication of his credit card number, provided under the validation of the order form referred to in Article 6 above, is acceptance by the buyer of the payment of the full price corresponding to his order.

Should payment prove to be irregular, incomplete or non-existent, for any reason whatsoever, and the services not paid for within the stipulated period, the supply of services and travel documents shall be suspended and the costs incurred shall be borne by the debtor purchaser.

#### ••• Article 09: formalities

Depending on his nationality, the buyer must be in possession of one or more of the following mandatory documents, which are valid: passport, national identity card, visa, vaccination booklet etc. The buyer must inform himself of the formalities to becarried out and respected. The fulfilment of the formalities is the responsibility of the purchaser of the trip, who will have to make sure before his departure of any changes that may have occurred. The costs relating to the formalities shall be borne by the purchaser.

Under no circumstances can the Pack purchased be refunded if the purchaser, due to the non-production of valid documents (passports, visa, etc.) is unable to use the service purchased. In this case, the costs related to the cancellation of the package are the responsibility of the buyer.

Within the framework of participation in the Marathon du Médoc, the runner must provide a medical certificate signed by his doctor and valid (less than 1 year at the date of the Marathon). No marathon number (bib) can be given without a valid certificate.

The runner must also be at least 20 years old on the date of the Marathon.

#### ••• Article 10: accommodation

Tutti Quanti has the option of allocating to the buyer a room other than the one originally fixed, provided that it belongs to the same or a higher category. It may happen that Tutti Quanti may have to change the hotels mentioned for various reasons without this measure constituting a modification of an essential element of the package.

As far as possible, the Buyer will be notified in advance and will be provided with a service in the same or a higher category than the one initially proposed

## ••• Article 11: responsabilities

For each service, where reference is made to the technical organiser's special terms and conditions of sale, only the technical organiser's terms and conditions shall apply.

Tutti Quanti has a civil liability policy with: HISCOX 19 rue Louis Legrand 75002 PARIS

and a financial guarantee with:

GROUPAMA ASSURANCECREDIT & CAUTION 126 rue de la Piazza 93199 Noisy-Le-Grand Cedex

#### ••• Article 12: claims

Any request for cancellation must be made in writing (mail or email). Will be considered as effective date the date on which the buyer's mail reaches Tutti quanti.

Regarding the complaints of the buyer concerning the progress of his stay, these must be sent in writing within 8 days after the end of the stay at Tutti Quanti. This complaint must be made by registered letter with acknowledgement of receipt. Any complaint made after this deadline will be rejected.

Tutti quanti asks the buyer, in case of difficulties encountered on the spot to contact him in order to establish the facts.

Complaints should be sent by registered letter with acknowledgement of receipt to:

Tutti Quanti – LD LANSADE 5 – 33540 DAUBÈZE – France

#### ••• Article 13: insurances

The Agency shall be responsible for the organisation and smooth running of the whole and to this end declares:

- . to be registered in the Bordeaux Trade Register
- . to be up to date with his contributions
- . have taken out Professional Civil Liability insurance
- . hold a financial guarantee covering the eventn

## ••• Article 14: applicable law

This contract is subject to French law.

## ••• Article 15: force majeure

In case of force majeure the responsibility of Tutti Quanti could not be engaged. By force majeure is meant any event external to the parties, having a character both unforeseeable and insurmountable which prevents either the buyers, or the agency or the service providers involved in the realization of the pack, from carrying out all or part of the obligations provided for by the contract. We will not assume any responsibility when the services that we have undertaken to organize within the framework of your pack, either will not have been delivered or will not have been realized in the promised conditions for reasons totally independent of our will and our control, falling under the force majeure, even if we have taken all reasonable precautions. The events in question include war or threat of war, acts of terrorism or threat of such acts, riots or disturbances, strikes, natural or nuclear disasters, fires, adverse weather conditions, the risk of epidemics, mechanical problems (which are not foreseeable despite numerous technical checks) and other such events which are outside our control.

## ••• Article 16: dispute settlement

Any dispute between the parties regarding the interpretation or execution of this contract shall be submitted to the exclusive jurisdiction of the Commercial Court of Bordeaux.

# bon marathon!