

**TheWaysBeyond**  
**General Sales Conditions**

Last update: 24 February 2023

**PLEASE CAREFULLY READ THE GENERAL SALES CONDITIONS AND KEEP ONE COPY**

**TheWaysBeyond SAS** provides a service with the purpose to propose a selection of cultural events to travellers and tourists of all nationalities.

Designation of the Publisher of the Website:

**TheWaysBeyond SAS**, a simplified joint stock company with a share capital of EUR. 20,000.00 registered with Paris's Company and Commercial Registry under number 837 683 440, intercommunity VAT n°FR37 837 683 440, with head office located at 229, Rue Saint-Honoré 75001 PARIS (hereinafter referred to as "TheWaysBeyond" or "We").

The Website is hosted by **34sp.com**, a Private Limited Company, with a share capital of £10,000, registered in the UK under number 4201170, with head office at 49 Bury Old Road, Prestwich, Manchester, M25 1PY, England.

Article 1: Definitions .....	2
Article 2: Content and Scope of Application.....	2
Article 3: Pre-Contractual Information & Agreement of the Customer .....	2
Article 4: Obligations of the Customer .....	3
Article 5: Orders.....	3
Article 6: Prices.....	4
Article 7: Payment and Security Terms .....	4
Article 8: Absence of Cancellation Rights .....	5
Article 9: Service Provision.....	5
Article 10: Modification, Cancellation or Refund of an Event & Force majeure .....	6
Article 11: Liability.....	6
Article 12: Intellectual Property.....	6
Article 13: Cancellation of the Contract .....	7
Article 14: Miscellaneous .....	7
Article 15: Applicable Law, Disputes & Competent Jurisdiction.....	7

## Article 1: Definitions

For the purpose of these Global Sales Conditions the following terms are defined as follows:

- **Contract:** refers to the convention under which TheWaysBeyond undertakes to provide a Customer with a Service and the Customer to pay the Price for that service.
- **Customer:** refers to the person who places the Order, understanding that the Customer may or may not participate to the Service whether they make personal use of it or not.
- **Event:** refers to any meeting related to Art, Culture, Heritage or Know-How (such as vernissages, exhibitions, meetings with artists...), whether open to the general public or not and offered for sale by TheWaysBeyond.
- **Order:** refers to the act of purchasing the Services offered by TheWaysBeyond on TheWaysBeyond's Website.
- **Participant:** refers to the person who participates to the Event offered by TheWaysBeyond.
- **Partner:** if applicable, refers to the person with whom TheWaysBeyond organises an Event.
- **Price:** refers to the unit value of one (1) ticket; this value includes all taxes (e.g. VAT) and reservation charges.
- **Service:** refers to the object of the Order.
- **Terms of Use:** refers to the Terms of use of the Features and the Content displayed on the Website. They are available on the Website.
- **Ticket:** refers to the document provided by TheWaysBeyond referring to the Order and allowing the User, who holds it, to participate to the Event.
- **Website:** refers to the Internet website published by TheWaysBeyond – [www.thewaysbeyond.fr](http://www.thewaysbeyond.fr)

## Article 2: Content and Scope of Application

The General Sales Conditions (hereinafter referred to as "GSC") apply to any Order made on the Website [www.thewaysbeyond.fr](http://www.thewaysbeyond.fr) (hereinafter referred to as the "Website") excluding any other GSC, document or correspondence. The GSC may be augmented by special General and Particular Conditions of the Partner, as stated in the description of the Service.

The GSC are available on the Website, where they can be directly read off.

The main characteristics of the Services are presented on the Website. The Customer (hereinafter referred to as "the Customer" or "You") is advised to carefully read them before any Order. The GSC applicable on the date of the Order can be opposed to the Customer, who acknowledges accepting them when confirming his/her Order.

TheWaysBeyond (hereinafter referred to as "TheWaysBeyond" or "We") reserves the right to modify the GSC anytime due notably to the evolution of the Services for legal or technical reasons or to our own decision. The applicable terms are those in effect at the time of the Order. You are advised to download the GSC applicable on the day of your order so as to keep a copy of it.

## Article 3: Pre-Contractual Information – Agreement of the Customer

You acknowledge having received, prior to your Order and the conclusion of the Contract, in a legible, understandable form, the GSC, the Terms of Use (hereinafter referred to as "TOU") and any other information listed in Article L.221-5 of the French Consumer Code, in particular the following information:

- The key characteristics of the Services, in the Preamble and Article 1 of the GSC;
- The Price for the Services, in Article 6 of the GSC;
- The date on which TheWaysBeyond undertakes to provide the Service, displayed on the Website;
- The information on the identity of TheWaysBeyond, our postal address, phone number and email, in the Preamble of the GSC;

- The information on the processing of personal data, in Article 7 of the TOU;
- The features of the digital content, in Article 5 of the GSC;
- The possibility for conventional mediation in the event of a dispute, in Article 15 of the GSC;
- The information on the right of withdrawal (existence, condition, period, procedure), in Article 8 of the GSC;
- The means of payment accepted, in Article 7 of the GSC.

Purchasing a Ticket on the Website implies your full acceptance of the present GSC and obligation for You to pay the Order; You also confirm to understand them and agree, in particular, not to recognize any contradictory document, which would be void by TheWaysBeyond.

#### **Article 4: Obligations of the Customer**

You declare using the Website according to the GSC and TOU in your name and/or on behalf of every Participant of the Services, of whom You acknowledge being the authorized representative.

You recognize having the legal capacity to undertake contractual obligations, namely being at least eighteen (18) years of age and not under wardship or guardianship.

When ordering on behalf of a third Participant, You declare to be authorized to place the Order on their behalf and to provide TheWaysBeyond with their personal data. The GSC are applicable to all the Participants.

You guarantee the truth and accuracy of the information provided in your own names or on behalf of all Participants; You also undertake to inform TheWaysBeyond of any change affecting the provided information.

You are financially liable for the use of the Website made in your names or on behalf of Participants, unless proof can be provided of fraudulent use not resulting from your fault or negligence.

We reserve the right at any time to refuse to contract with a Customer making fraudulent use of the Website or contravening the GSC. In accordance with Article 13 of the GSC We or any Partner reserve the right to cancel the Order and the Contract for any detected fraud or illegal activity associated with payments made by the Customer, without payment of damages and without prejudice to any other claim.

We remind You of the provisions of Article 313-1 of the French Penal Code: "Fraud is characterized either by the use of a false name or a false status, or by the misuse of a genuine status, or by the use of fraudulent ploys to deceive a natural person or legal entity and to define it as such, to its prejudice or to the prejudice of a third-party, to transfer funds, securities, or any asset, to supply a service, or consent to an act entailing an obligation or a release. Fraud is punished by five years' imprisonment and a fine of € 375,000."

#### **Article 5: Orders**

##### **5.1 Principle**

Orders are only placed on the Website [www.thewaysbeyond.fr](http://www.thewaysbeyond.fr).

Orders are registered on the Website when You accept the GSC by ticking the appropriate box and validate the Order. You can verify the details of your Order and the total Price and correct any error before confirming your acceptance (Article 1127-2 of the French Civil Code).

We reserve the right not to record a payment or confirm an Order for any reason, and more particularly in the case of problems of availability for the Event.

##### **5.2 Procedure**

You can select the Service you want to purchase on the Website as follows:

1. Select one or more Event(s);
2. Select the number of tickets desired (within the number of places available);
3. Fill in the order form with your personal data;

4. On the summary displayed on the Website, verify the Order information and control its accuracy. This summary is for information purposes only and does not constitute a firm reservation of tickets at this stage.
5. Validate the summary: You are invited to read and accept the GSC, as well as any special sales conditions applicable to the Event. If such special conditions exist, they are stated on the Event's presentation page. You should therefore carefully read the Event description to check whether You accept the special conditions before finally approving the Order.

### **5.3 Electronic Signature**

The online provision of your credit card number and the final validation of the Order constitute proof of:

- Your agreement on the amount due under the terms of the Order;
- Your signature and express acceptance for all the operations carried out.

### **5.4 Order Confirmation**

The Order becomes firm and final only after We send You a confirmation email acknowledging the receipt of the Order and payment and summing up the Order.

You are invited to verify the accuracy of the Order on the confirmation email (date, place..).

By no means shall We be liable if You do not receive the Order confirmation due to an error on your part when entering your data.

Claims, changes or cancellations can only be filed by email to the following address: [contact@thewaysbeyond.fr](mailto:contact@thewaysbeyond.fr).

### **5.5 Proof of the Transaction**

We shall automatically archive Orders and Invoices on a reliable and durable backup media, which may be produced as evidence of the nature, content and date of the Order in accordance with Article 1363 and seq. of the French Civil Code.

The computerised records stored in our computer systems in reasonable security conditions shall be considered as evidence of the communications, the Orders and the payments between both parts.

## **Article 6: Prices**

The Services offered by TheWaysBeyond are presented to the Customer at the Price displayed on the Website prior to the Order. Prices are stated in Euros and include all taxes (VAT as well as other applicable taxes on the date of the Order).

The Price displayed corresponds to the Unit Price of one (1) Ticket. The Global Price due by the Customer is displayed upon confirmation of the Order.

The Prices of the Services generally include the services of a group mediator, the entrance tickets for the places mentioned in the description (museums, monuments, etc.) and booking expenses.

We reserve the right to grant promotional offers to our Customers. Prices displayed on the Order confirmation take account of the potential promotional offers granted under the conditions defined on the Website. They do not include transportation until the place of the Event and any other personal expense made during the Event.

Prices are contractual rates. The Price of the Service is not negotiable from the moment the Order is made (confirmation by email).

## **Article 7: Payment and Security Terms**

The Price is payable in full on the day You confirm the Order, according to Article 5.1 of the GSC, and only through secure payment channels by credit card.

Payment goes through the secure payment system provided by Stripe.

The payment methods accepted are:

- Credit cards (Visa, Mastercard, American Express, other credit cards);
- Wallets (AliPay, ApplePay);
- Local payment methods (Bancontact, Giropay);

The list of the payment methods authorised for payment is available on the Stripe website.

The transaction is immediately debited from your bank card account after verification of the information, on reception of the debit authorization from the issuer of the bank card used.

The Order shall be considered effective upon confirmation of the bank's agreement to debit your bank account. In the event of refusal, the Order shall automatically be cancelled and give rise to a cancellation notice sent by email.

You certify that You are fully entitled to use the payment card used, and that there are sufficient funds in the card account to cover the Order. The commitment to pay accepted through use of a payment card is irrevocable. Payment can be opposed only in case of loss, theft or fraudulent use of the card. Aside from these particular cases provided for by law, the card holder would be guilty of bank card fraud. Nor may payment opposition be used as to circumvent the absence of a cancellation right.

We shall not be required to provide with the Service that You ordered in case the payment has not been previously made in full under the above-mentioned conditions.

### **Article 8: Absence of Cancellation Rights**

Under the terms of Article L 121-28 12°) of the French Code of Consumption and according to the nature of the Services provided, the customer holds no cancellation right:

“Cancellation rights do not apply to contracts relating to: (...) 2° The provision of accommodation, transport, catering or leisure services which must be provided on a given date or at regular intervals.”

The Contract is therefore finalised as soon as the Customer makes the Order in accordance to the present GSC.

### **Article 9: Service Provision**

The Service shall be provided with in accordance to the present GSC, and extended by the Partner's specific General and Special Conditions that may be applicable to a particular event.

#### **9.1 Availability of the Event and Group Capacity**

The number of Participants per group is limited for each Event. An Event may be conditioned to a minimal certain number of participants. In case this minimal number is not reached, We may cancel the contract in the conditions specified in Article 13 of the present GSC, provided that seven (7) days' notice is given in writing.

In case the Event is not available the Customer is automatically informed of the impossibility to order.

#### **9.2 Impaired Mobility**

Each Event page gives precision on whether the event is accessible to people with impaired mobility or not. You are kindly invited to specify the practical necessities according to the handicap when placing the Order. These precisions shall be emailed to [contact@thewaysbeyond.fr](mailto:contact@thewaysbeyond.fr). We cannot be liable in case the Event is not accessible due to a lack of infrastructure related to the Site.

#### **9.3 Punctuality and Delay**

It is important to observe the schedules of the meetings as stated on the Order confirmation. It is recommended that You arrive fifteen (15) minutes prior to the start of the Event. In case of delay You may be denied access to the Event and shall not be able to claim refund of your tickets.

## **Article 10: Modification, Cancellation or Refund of an Event – Force majeure**

In case of modification of the Event arrangements (time, place...), postponement or cancellation, We shall inform You by email sent to the email address You have provided and/or, when appropriate, by text message to the mobile phone number provided when placing the Order.

Due to the possible failures of electronic message delivery, We are unable to guarantee the effective reception of an email or text message.

You shall then be allowed to either:

- Replace the cancelled Event with another activity of the same type and on the same time;
- Or be fully refunded for the Price of the Ticket.

Tickets are refundable only if the event is cancelled by TheWaysBeyond, and only the purchase price of a Ticket is refunded. Under no circumstances shall any incurred expenses be refunded.

No refund shall be issued in case You interrupt or shorten the Service on your own decision or for any reason whatsoever, and so shall it be if You do not attend the Event.

We shall not be liable in case the cancellation arises from a case of force majeure affecting ourselves or our partner under Article 1218 of the French Civil Code, of unforeseeable circumstances or of any person outside the organization of the Event.

A case of force majeure implies any external event, unpredictable, irresistible and outside our control, and hampering the organization of the Event, in particular cases of acts of public authority, hostilities, wars, riots, prince's fiats, natural catastrophes, fire, floods, exceptional weather conditions, affecting the smooth functioning of TheWaysBeyond or of one of their partners.

In cases of force majeure, We shall immediately inform You of our impossibility to provide with the Service. The Event cancellation shall in no case be cause of responsibility for non-execution of the obligation or induce the payment of damages or penalties of delay.

## **Article 11: Liability**

The Events offered by TheWaysBeyond on our Website are organised either by ourselves or by a Partner, which We are not be liable for.

Each Partner lays down their own Particular Conditions, which are communicated to the Customer with the Order confirmation, as well as their own regulations concerning the Event organisation. The Partner's regulations and particular conditions are fully applicable to the Customer and/or the Participant.

The Customer and/or the Participant are required to meet the obligations to which they are bound in accordance with regulatory and legal measures in force. TheWaysBeyond shall not be liable for the Customer and/or the Participant or for their violation of the statutory provisions and administrative measures in force

When a Participant does not meet a particular condition required to participate to an Event and clearly displayed on the Event presentation, TheWaysBeyond reserves the right to deny them access to the Event. No reimbursement or compensation may then be claimed.

TheWaysBeyond is the Customer's unique contact and is liable to them for the execution of the Contract's obligations.

Articles L.217-1 et seq. of the French Consumer Code on legal warranty of conformity as well as Article 1641 of the French Civil Code on the warranty of "hidden defects" only apply to sales contracts and not to provision-of-services contracts. TheWaysBeyond being a Service provider, the above warranties shall not apply.

## **Article 12: Intellectual Property**

All the content of the Website [www.thewaysbeyond.fr](http://www.thewaysbeyond.fr) (name, logo, graphic charter, editorial content, illustrations...) is protected. It is and remains the exclusive intellectual property of the company TheWaysBeyond. No one has permission to reproduce, rebroadcast, or use for any reason whatsoever, even partially, elements of the Website, whether software, visual or audio, without our prior written consent

or the one of our Publishing Manager. Any simple or hypertext link is strictly forbidden without our express written agreement.

Any contravention to the above paragraph may result in prosecution, in particular for infringement. Nevertheless, it is allowed to circulate information from the Website for non-commercial purposes, provided that You have previously received our consent or the one of our Publishing Manager and that the information be not modified. These authorizations are dealt with individually after formal request at [contact@thewaysbeyond.fr](mailto:contact@thewaysbeyond.fr).

### **Article 13: Cancellation of the Contract**

The present contract is cancelled by law and without need for any legal formality:

- When the Customer makes fraudulent use of the Website;
- In case of force majeure.

In case the minimal number of Participants is not reached for an Event, the Contract may be cancelled subject to a minimum seven (7) days' notice.

### **Article 14: Miscellaneous**

#### **14.1 Language**

The contractual information is presented in the French language and the English language; in case of doubt, the French language shall prevail.

#### **14.2 Severability of the Clauses**

If one or more of the aforementioned terms of the GSC must be declared non-valid or inapplicable under a law, a regulation or following a final decision of a competent court, this shall not affect the applicability of the other terms.

#### **14.3 Non-Waiver**

No waiver by TheWaysBeyond in case of the Customer's failure to comply with the GSC should be taken or interpreted as a waiver to TheWaysBeyond's right to seek remedies in case of any subsequent failure.

No delay by TheWaysBeyond to take measures in case of the Customer's failure should release the latter, discharge them or otherwise affect their responsibility within the scope of the GSC.

### **Article 15: Applicable Law – Disputes – Competent Jurisdiction**

The GSC and the resulting transactions are governed by French law. Any claim related to a Service should be filed to TheWaysBeyond by registered letter with advice of delivery only and within seventy-two (72) opening hours after the end of the Service, to the following address: TheWaysBeyond, 229, Rue Saint-Honoré 75001 Paris.

Every dispute to which the operations of Service designed under the GSC might result in, concerning their validity, interpretation, execution, cancellation or any other consequence that might not have been resolved between TheWaysBeyond and the Customer, shall lead to an attempt to find an amicable solution between both parts.

In any event the Customer can use conventional mediation, in particular with the French Commission for Consumption Mediation (Article L612-1 of the French Consumer Code) or with the existing sectoral instances for mediation or with alternative dispute resolution services.

If an amicable solution can not be reached, the dispute shall be submitted to the appropriate court under condition of ordinary law after Articles 42, 43 and 46 of the French Civil Procedure Code.