



Clause 1 - Contract

These legal terms show the mutual rights and obligations between New Generation Guide, Jean-Alexandre Benguigui as natural person, head office in 118 Avenue Berthelot 69007 LYON, FRANCE, and his client. Legal terms constitute a contract and commitment formally approved by both interested parties when written confirmation of order is sent by the client (cf. clause 4).

Clause 2 – Services

Jean-Alexandre Benguigui undertakes to carry out the ordered service in the terms decided with the client : route, content of the tour, dates, schedule, meeting and ending point, prices. The services we offer concern guided tours, lectures, and airport/train station transfers.

Clause 3 – Prices

The prices on our leaflets website are given as a rough guide. The client agrees the final price indicated on the written confirmation after personalization. The prices are displayed in EUROS and inclusive of tax.

Clause 4 – Confirmation of order

The client will be asked a written confirmation of order for every service. This confirmation is a quote including the client's details, dates, schedule, content of the tour, final price, and possible discount. An order is definitively confirmed once the document is filled in and the deposit sent.

Clause 5 – Desposit

The client will be required a 50% or a 100% deposit for every service. The receipt of this deposit constitutes the definitive confirmation for the order. Deposits must be paid at least 15 calendar days before the date of the service.

Clause 6 – Additional hours

Additional hours that are not included in the original quote imply a 30 € fee per hour.

Clause 7 – Lunch compensation

Services during more than 4 consecutive hours imply a 18 € compensation for lunch if the guide is not invited to lunch with the client for free.

Clause 8 – Payment terms

The price for a service may be paid by cash, cheque (payable to « Jean-Alexandre Benguigui » or « New Generation Guide »), or bank transfer. Bank account details are available with the quote. Invoices are given to clients provided the total amount is paid at the end of the service. No discount will be given for invoices paid in full with the confirmation of order. The remaining amount to be paid, after deduction of the deposit, must be paid at least 30 calendar days after the service.

Clause 9 - Discount

If a discount is granted, it will appear on the invoice and the amount is at the discretion of Jean-Alexandre Benguigui.

Clause 10 – Delay in payment

In case of invoice unpaid in full 30 calendar days after the date of a service, the client will be asked a 15% fee on the remaining amount owed.

Clause 11 – Resolutive clause

In case of unpaid invoice in full 45 calendar days after de date of the service, Jean-Alexandre Benguigui is allowed to claim damages to the client.

Clause 12 – Amendments made by client

Modifications in the service initially planned can be asked by the client. The change will be the object of a new quote also submitted for the client’s approval. Late modifications do not imply a new quote. Corrected invoices may be issued subsequently if need be.

Modifications will be done within the limits of Jean-Alexandre Benguigui’s possibilities (cf. clause 15).

Clause 13 – Cancellation or transfer of service

A service can be yielded to a third party provided Jean-Alexandre Benguigui is warned before the date of the service.

The deposit is entirely owed to Jean-Alexandre Benguigui if the client cancels within 7 calendar days before the date of the service, regardless of the reason the client cancels.

The client will be asked the full amount of the invoice if cancellation occurs the day before the service, regardless of the reason the clien cancels.

Unless the client expressly asks the service is to be done by Jean-Alexandre Benguigui himself, Jean-Alexandre Benguigui reserves the right to entrust another guide with the service ordered to him.

Clause 14 - Punctuality

Both parties undertake to come on time to the meeting point indicated on the confirmation order. Each party undertakes to warn the other one if being late or in case of late change.

Jean-Alexandre Benguigui will not be held liable for shortenings in the duration of the service if client is late and no discount will be granted as a result.

Clause 15 – Unforeseen circumstances

In accordance with article 1148 of the French Civil Code, Jean-Alexandre Benguigui will not be held liable for reasons beyond his control : atmospheric conditions, modification in the service in case of unforeseen circumstances, unexpected closure of a site, comfort conditions, lack of parking place, accident, terrorist attack, etc.

Clause 16 - Liability

Jean-Alexandre Benguigui will not be held liable for damages caused by the client and his group during the service : work of art or premises in a museum, elements in an architectural area, damages caused on third parties or on oneself, etc.

The civil liability of the parties could be solicited. Jean-Alexandre Benguigui is insured by Caisse d’Epargne.