

# OSEMP

## GENERAL CONDITIONS OF SALE

These General Conditions of Sale apply to the orders placed on the site <https://www.osemp-orchestra.com/>

On joining our site, we will communicate information relating to our events and commercial activities.

Our clients' satisfaction is very important to us. You can contact us at any moment using the contact details listed below.

Email : [osemp06@gmail.com](mailto:osemp06@gmail.com)

Telephone : +33 (0)7 69 86 46 14

Please only use the telephone if your problem cannot be solved by email.

The OSEMP trademark is a registered trademark.

Our general conditions of sale have been drafted using a model which is free of charge and freely available and which can be downloaded on the site <https://www.donneespersonnelles.fr/>

We propose:

1. Concerts and shows, training work placements, accommodation for artists, concerts and shows of our artists and partner companies.
2. Cultural products of our trademark, CDs, books, multimedia, art works, the trademark's derivative products and products of the partner companies at reasonable prices without any mark-up.

1.

No donation, or membership fee is reimbursable as the OSEMP is a charitable association under the Law of 1901.

A ticket for a concert or show will only be reimbursed in case of cancellation of an event due to force majeure.

Where a concert or show is postponed or cancelled, the client can choose either to have an alternative ticket for another concert or show or a reimbursement.

The training work placements and the artist accommodation shall be put to tender and a selection panel made up of elected members of the orchestra and other board members shall examine the artistic quality of the projects submitted before making a selection.

2.

We work with selected partners so as to guarantee you the widest range of products possible. By placing an order, you accept the prices and product descriptions that you have put in your order basket.

The ordered products shall be sent to the address you indicate on your order. We are not responsible for any delivery delays caused by an incorrect or incomplete address that you have provided, nor for any delays outside our control.

Whichever mode of payment you choose, any payment shall only be deemed effective once full payment has been received by the OSEMP.

### WARNING

- Any ticket service is subject to separate rules than those applicable to the OSEMP products
- Please see the RATES page of the programming booklet in this respect
- In order to purchase cultural products, you must first be an OSEMP member. The lowest membership fee is 12 euros annually. The purchaser remains free to choose his/her orders.

## GDPR

*Membership entitles you to receive announcements relating to our activities, as well as our product offers and services. As such, you are covered by Article 6.1.a of the European Regulation relating to personal data protection (consent); the recipients of data are responsible for its processing, its internal services responsible for the management of the mailing list, the subcontractor managing the web server's operation 02Switch, as well as any person legally authorised to access data (legal services if applicable). The mailing list is hosted on the 02Switch server, which means your data can be transferred to outside the EU, in accordance with the strict framework of the established and approved European Commission model. You have a right to ask the data processor for access to your personal data, amendment or deletion of the same, or a limit to the processing relating to the person concerned or for the right to object to the processing and the right to the portability of the data. You also have a right to make a claim to a supervising authority. The supply of your email address is necessary to be able to receive the above mentioned announcements.*

Between the Orchestre Symphonique Européen Musica e Pace / OSEMP Association,  
RNA Number / W401002160

whose registered office is located at:

The *La Luna Maison des Associations*

265 Promenade des Anglais - Rue G. Faraut

06200 Nice

under SIRET number 50308734800044

represented by its President, Mrs J. YBERT, Orchestra Conductor and Artistic Director, duly authorised for these objectives.

The association can be contacted by mail by clicking on the contact form accessible on the site home page.

Hereafter referred to as “the OSEMP” or “the Seller” as one party,

And the natural person or legal entity seeking to purchase products or services of the association, hereafter referred to as “the Purchaser”, or “the Client” as the other party.

It is agreed as follows :

## **PREAMBLE**

The Seller is a publisher of the OSEMP Products and Services for consumers, sold on the <https://www.osemp-orchestra.com/> website. The list and description of the products and services proposed by the OSEMP can be consulted on the abovementioned site.

## **Article 1 : Purpose**

These General Conditions of Sale set out the rights and obligations of the parties in respect of the online sale of the Products or Services proposed by the Seller.

## **Article 2 : General provisions**

These General Conditions of Sale (“GCS”) regulate the sale of Products or Services made on the OSEMP internet sites and are an integral part of the Contract between the Purchaser and the Seller. They are fully enforceable against the Purchaser who accepts them before making an order.

The Seller reserves the possibility to amend these conditions at any moment through the publication of a new version on its internet site. The applicable GCS are those in force at the date of payment (or from the first payment where there are multiple payments) of the order. These GCS can be consulted on the OSEMP internet site.

The OSEMP also ensures that acceptance is clear and unconditional by putting in place a box to tick and a confirmation click. The Client must declare that they are aware of all these GCS and where applicable, the Specific Conditions of Sale linked to a product or service, and to accept them without restriction or condition.

The Client acknowledges that he benefits from the advice and information necessary to ensure the compatibility of the offer with his needs.

The Client states that it has legal capacity under French law to enter a contract or to validly represent the natural person or legal entity which has entered the contract.

Unless there is proof to the contrary, the information recorded by the OSEMP constitutes proof of all the transactions.

## **Article 3 : Price**

The price of the products sold on the internet site are indicated in Euros and precisely set out on the Product description pages. For products sent outside the European Union and/or French Overseas Territories, customs tariffs,

other local taxes, import taxes or state taxes might be payable in certain cases. These taxes and sums are not the Seller's responsibility. They shall be the responsibility of the purchaser (declarations, payments to the competent authorities etc). The Seller invites the purchaser in this respect to inform him concerning these aspects as far as the equivalent local authorities are concerned. The OSEMP reserves the possibility to change the prices at any moment in the future. The telecommunication costs of necessary access to the OSEMP internet sites shall be borne by the Client, as are the delivery costs.

#### **Article 4 : Conclusion of the online contract**

Pursuant to the provisions of Article 1127-1 of the Civil Code, the Client must complete a series of stages to conclude the contract electronically to confirm his order :

Information about the essential characteristics of the Product; & / Choice of the Product, if applicable, of its options – indication of the essential contact details of the Client (identification, email, postal address); & / Acceptance of these General Conditions of Sale & / Checking the parts of the order (double click) and, if applicable, correction of any errors.

Before confirming the order, the Purchaser has the possibility of checking the details of his order, its price, and to correct any possible errors, or cancelling his order. The confirmation of the order shall constitute formation of this contract. Subsequently, follow up of payment instructions, payment of the products, then delivery of the order. The Client shall receive email confirmation of payment of the order, as well as a confirmation of receipt of the order.

Whilst placing the order, the client shall have the possibility to identify any data errors and to correct them.

French shall be the language for concluding the contract.

The form of the offer and the general conditions of sale are sent by email to the purchaser at the moment of the order and stored on the Seller's website. If applicable, the professional and commercial rules according to which the offeror intends to be made subject can be consulted in the section "appended rules" of these General Sales Conditions, and can be found on the Seller's site.

The storage of communication, of the order, of the details of the order as well as the invoices is effected on a reliable and sustainable medium so as to represent an accurate and sustainable copy, pursuant to the provisions of Article 1360 of the French Civil Code. This information can be produced as proof of the contract.

Delivery of the products shall be made at the address provided by the Client. To ensure smooth delivery of the order, the Client agrees to provide true details of his identity.

The Seller reserves the possibility to refuse the order, for example for any unusual request, order carried out in bad faith or for any other lawful motive.

#### **Article 5 : Products and services**

The essential characteristics of the goods and services and their respective prices are available to the purchaser on the OSEMP internet sites. The same shall also be applicable to any product user guide.

Pursuant to Article L112-1 of the French Consumer Code, the consumer is informed on the label, tag or display or by any other appropriate means of the price and the specific conditions of sale and the execution of the services before the contract is concluded.

In any case, the total amount payable by the Purchaser is indicated on the order confirmation page.

The sale price of the product shall be the one advertised on the day the order is made. This shall not include any supplementary delivery costs. Such additional costs shall be communicated to the Purchaser when the sale is being processed and, in any case, when the order is confirmed. The Seller reserves the right to change its prices at any time, but guarantees that the price indicated at the moment of the order shall be the one applied.

Clear information is provided on the product home page concerning the delivery dates for the products or services where the same cannot be immediately sent for delivery. The client certifies that he/she has received the detail of delivery costs as well as the payment and delivery methods and the execution of the contract, as well as detailed information relating to seller's identity, its postal address and email and telephone contact details and of its activities relating to the sale. The Seller agrees to respect the Client's order, subject to availability of the Products in question. Should there be a stock shortage, the Seller shall inform any Client who has made an order of a new delivery date. If the Client does not agree to the same, the Seller shall reimburse the client.

The detailed contractual information is presented in the French language. The parties agree that the illustrations or photos of the products offered for sale do not have any contractual value. The Products' offer validity as well as their price is stated on the OSEMP website, as well as the minimum proposed contractual duration where these depend on continuous or periodical supply of the products or services. Subject to any specific conditions, the rights given under these General Conditions of Sale apply solely to natural persons who have made the order (or the holder of the communicated email address).

#### **Article 6 : Conformity**

Pursuant to Article L411-1 of the Consumer Code, the products and services offered for sale in these General Conditions of Sale comply with the requirements in force relating to people's health and safety, to fair trade and to consumer protection. The Seller remains liable for any lack of conformity and hidden defects of the product, independent of any commercial guarantee.

Pursuant to Article L 217-4, the seller shall deliver a product which complies with the contract and undertakes to rectify any conformity defects existing upon delivery. It shall also be responsible for sorting out any conformity defects resulting from packaging, assembly or instructions or installation where the latter is the seller's responsibility under the contract or was done under his guidance.

Pursuant to the legal provisions relating to conformity and hidden defects (Art 1641 Civil Code), the Seller shall reimburse or exchange a defective product or products which do not comply with an order. Reimbursement can be requested in the following way: by recorded delivery letter and the return of the defective product. The Seller can reimburse the delivery costs, if applicable.

#### **Article 7 : Retention of title**

The products remain the property of OSEMP until full payment of the price is received.

#### **Article 8 : Delivery**

The products are delivered to the delivery address which was indicated at the time of placing the order and within the delivery times indicated. Such times do not include the time to prepare the order.

Where the Client orders several products at the same time, each product may have different delivery times.

Where there is a delivery delay, the Client has the possibility of ending the contract in accordance with the provisions in Article L 138-2 of the Consumer Code. The Seller must then reimburse the cost of the product and one way delivery costs as set out in Article L 138-3 of the Consumer Code. The Seller shall give details of the customer service telephone line available (cost of a local call from a landline) in the order confirmation email to ensure orders can be traced. The Client is reminded that the risk for loss of and damage to the products shall be transferred to him at the moment he takes physical possession of the products. The Client must notify the transporter of any particular risks to the delivered products during the delivery.

#### **Article 9 : Availability and presentation**

Where an article is not available for a period longer than thirty working days, the Client shall immediately be informed of the likely delivery times. In such cases, the Client shall be entitled either a coupon equivalent to the price of the product or cancellation of the order and full reimbursement of the price.

#### **Article 10 : Payment**

Payment is due immediately upon placing the order, including for products in pre-order stage. The Client can make payment by bank card or cheque.

Cards issued by banks outside France must be international bank cards (*Mastercard* or *Visa*). Secure online payment by bank card is made using our payment partner. The information transferred is encrypted in accordance with standard practice and cannot be read whilst being transmitted on the *Helloasso* network. Once the order to pay is made by the Client, the transaction is immediately debited upon checking the information. In accordance with the provisions of the Monetary and Financial Code, the obligation to pay by card is irrevocable. By communicating banking details at the time of sale, the Client authorises the Seller to debit its credit card of the amount matching the indicated sale price. The Client confirms that he is the true legal owner of the bank card to be debited and that he has the legal right to use it. In case of error or impossibility of debiting the card, the sale is immediately and automatically ended and the order cancelled.

#### **Article 11 : Cooling off**

Pursuant to the provisions of Article L 221-5 of the Consumer Code, the Purchaser has a cooling off period of 14 days from the date of receipt of its products, thus withdrawing from the contract without having to give a reason.

Such right can be exercised by contacting the OSEMP by recorded delivery letter. The post office stamp is proof of posting.

Clients are informed that pursuant to Articles L 221-18 to L 221-28 of the Consumer Code, this right of withdrawal cannot be exercised in the cases stipulated in the above mentioned articles.

Where such withdrawal is exercised within the above mentioned time limit, the price of the purchased product or products and the delivery costs shall be reimbursed. The return delivery costs shall be borne by the Client. Products must be returned in their full original state (wrapping, accessories, instruction notice) and they must if possible be accompanied by proof of purchase. In accordance with the legal provisions, you will find attached in SCHEDULE 1 a standard withdrawal form to send to us. This should be filled out and legible and sent to the following address: Madame La Présidente de l'OSEMP – Maison des Associations *La Luna* – 365 Promenade des Anglais – Rue G. Faraut – 06200 Nice.

Bulk purchases : Bulk orders of more than 20 products must be done by way of a personal meeting between the Purchaser and OSEMP Marketing department and cannot be done via the internet site. This is to ensure the best customer service experience possible for bulk order clients.

As far as withdrawal of a bulk order is concerned, the purchaser must again contact the marketing department to agree the reimbursement conditions in a personal meeting. The parent company which placed the order must attend such meeting and not any subsidiary companies.

In case of dispute, French law shall apply.

#### **Article 12 : Guarantees**

The Seller shall reimburse the purchase or exchange any obviously defective products or those which do not comply with the order made. In accordance with the law, the Seller provides the following guarantees : of product conformity with description and against hidden defects of corporate partners.

All cultural products are excluded from guarantees [Art. L 221-18 of the French Consumer Code (CC). Art.L 221-28, 12° du CC.].

The right to a refund cannot be applied to perishable foodstuffs, products that have been customised and tailor-made products.

The request for reimbursement must be made in the following way: by recorded delivery letter, with the postal stamp being proof of sending. The Purchaser is reminded that they have 14 days from the delivery of the product to contact the Seller and that he can choose between replacement of the product or its repair, subject to the conditions set out in the above mentioned provisions. In any case, products must be returned in their full original state (wrapping, accessories, instruction notice). They must be accompanied by proof of purchase and the withdrawal form. Incomplete forms or missing documents will be not considered. The return delivery costs shall be borne by the Client.

#### **Article 13 : Claims and mediation**

Where applicable, the Purchaser must make any claim by contacting the Orchestre Symphonique Européen Musica & Pace using the following contact details : either by mail : [osemp06@gmail.com](mailto:osemp06@gmail.com) or by recorded delivery letter to the OSEMP head office.

Pursuant to the provisions of Articles L 611-1 to L 613-3 of the Consumer Code, the consumer is informed that he can apply for a consumer mediator in accordance with the conditions set out in the 1<sup>st</sup> section of Book IV of the Consumer Code.

Where a claim is made to the Seller's customer service department but is not resolved in a satisfactory manner, or in the absence of any response within a period of two months, the consumer can submit the dispute to the FEVAD e-commerce mediator at the following address : [mediateurduecommerce@fevad.com](mailto:mediateurduecommerce@fevad.com) who shall try to independently find an amicable settlement between the parties.

#### **Article 14: Termination of the contract**

The order can be terminated by the Purchaser by recorded delivery letter in the following cases : delivery of a product which does not match the characteristics of the order ; delivery made after the set delivery time stated at the time the

order was made or, where no such date was given, within thirty days following payment ; an unjustified increase in the price or change of the product. In these cases, the Purchaser can demand reimbursement of the sums paid.

#### **Article 15 : Intellectual property rights**

The trademarks, domain names, products, software, images, videos, texts and more generally all information containing intellectual property are and shall remain the exclusive property of the Seller. No assignment of intellectual property rights is made in these General Conditions of Sale. Any full or partial copy, modification or use of these items for whatever reason is strictly forbidden.

#### **Article 16 : Force majeure**

The execution of the obligations of the Seller under these General Conditions of Sale is suspended where there is an act of god or a case of force majeure which prevents such execution. The Seller shall inform the Client of such event as soon as possible.

#### **Article 17 : Invalidity and amendment of the contract**

If one of the provisions of this contract are held invalid, such invalidity shall not render the whole contract invalid and they shall remain in force between the parties. Any contractual amendment is only valid following a written, signed agreement between the parties.

#### **Article 18 : Protection of personal data**

Pursuant to Regulation 2016/679 of 27 April 2016 relating to the protection of personal data and free movement of such data, the Seller has put in place a data processing system appropriate for the sale and delivery of the products and services defined in this contract. The Purchaser is informed of the following :

- the identity and contact details of the data processor, and if applicable, the representative of the same : the Seller, as set out at the top of these General Conditions of Sale
- the contact details of the data protection delegate : OSEMP
- the legal basis of the processing: contractual execution
- the recipients or categories of recipients of personal data, if any exist : the data processor, its marketing department and the department in charge computing security; the department in charge of sales, delivery and order processing, the subcontractors of delivery and sales operations as well as any authority which is legally authorised to access the personal data in question – no transfer outside the EU is envisaged
- the duration of data conservation: the limitation period for commercial transactions
- the person concerned has a right to request that the data processor grants access to personal data, amends or deletes the same, to limit the processing relating to the person concerned or to object to processing and the right to data portability
- the person concerned has the right to make a claim to a supervisory authority
- the information requested at the time of making an order are necessary for issuing an invoice (a legal obligation) and the delivery of the ordered products, without which the order cannot be made. No automated decision or profiling is used through the order processing. Therefore, the only collection is that from the site. In navigating on our network, you accept that the OSEMP collects data for itself and its partners through the use of cookies. In accordance with the European rules, you have the right to amend or delete the data by contacting the OSEMP.

#### **Article 19 : Applicable law and clauses**

All the clauses set out in these General Conditions of Sale, as well as all the purchase and sale transactions which are covered shall be subject to French law.

The invalidity of one contractual clause shall not render the General Conditions of Sale invalid.

SCHEDULE 1

**\* WITHDRAWAL FORM**

(Please complete and send this form back only if you wish to withdraw from the contract).

It should be sent to: Madame La Présidente de l’OSEMP – Maison des Associations La Luna – 265 Promenade des Anglais – Rue G Faraut – 06200 Nice

**\*Necessary wording**

I/We (\*) inform you by this document of my/our (\*) withdrawal from the contract relating to the sale of the product (\*) / for the provision of services (\*) below:

Order number (\*):

Ordered on (\*)/ received on (\*)

Name(s) of purchaser(s):

Address of the purchaser(s):

Telephone (\*) for organising reimbursement

Signature of the purchaser(s):

Date: