

# 1- GENERAL CONDITIONS OF SALE ONLINE SHOP OF THE OFFICE OF TOURISM OF SAMOËNS

These conditions of sale are concluded on the one hand by:

The Tourist Office of SAMOËNS whose head office is located at n ° 66 place of the Tourist Office 74340 SAMOËNS

SIRET number: 451 906 382 00010

VAT registration number: FR 16451906382

Insurance: Insurance: Axa France – Mr GIRARD – 3184 BARLIETTE ROAD – LES CARROZ D'ARACHES 74300 ARACHES LA FRASSE – Contract n ° 5288264604 Financial Guarantee

Professional Association of Tourism Solidarity – ID n ° 37,768

hereinafter referred to as “the Tourist Office” and on the other hand, by: Any natural or legal person wishing to make a purchase via the website of the “Tourist Office” hereinafter referred to as “the buyer” .

## **ARTICLE 1: OBJECT**

The present conditions of sale aim to define the contractual relations between the Tourist Office of Samoëns and the purchaser and the conditions applicable to any purchase made through the commercial site of the Office of Tourism, that the buyer is professional or not.

The acquisition of a good or a service through the present site implies an acceptance without reserve by the purchaser of these conditions of sale.

The Tourist Office reserves the right to modify its conditions of sale at any time.

In this case, the applicable conditions will be those in force on the date of the order by the buyer.

## **ARTICLE 2 – CHARACTERISTICS OF THE GOODS AND SERVICES OFFERED**

Our products are for sale to the extent of available stocks.

The photographs illustrating the products offered on the website are as faithful as possible, but can not ensure a perfect similarity with the proposed product.

## **ARTICLE 3 – RATES AND INVOICES**

The prices listed in the online store are prices inclusive of VAT, not subject to VAT, the tourist office is not subject to VAT.

The Tourist Office reserves the right to modify its prices at any time, provided however that the price appearing on the site on the day of the order will be the only applicable to the buyer.

The prices indicated on each product sheet do not include the costs of order processing, transport and delivery.

An invoice will be attached to your order.

#### **ARTICLE 4 – PAYMENT TERMS**

Payments will be made by credit card only; they will be made through a secure system so that the information transmitted is encrypted by software and no third party can read it during transport on the network.

Cards issued by banks domiciled outside France must be international bank cards. The Tourist Office can not be held responsible for the fraudulent use of the means of payment of the user or the usurpation of his identity.

#### **ARTICLE 5 – ORDERS**

The buyer who wants to buy a product or a service must:

fill in the identification form on which he will indicate the coordinates necessary for the treatment of

his order :

validate your order after having checked it;

make the payment in the prescribed conditions;

confirm your order and payment.

The confirmation of the order implies acceptance of these conditions of sale.

All data provided and the recorded confirmation will be worth proof of transaction.

Confirmation will be worth signing and acceptance of transactions.

After placing an order, the buyer will receive a confirmation email.

The order validated by the buyer will only be considered effective when the bank payment centers concerned have given their agreement. In case of refusal of said centers, the order will be automatically canceled and the buyer notified by email.

#### **ARTICLE 6 – DELIVERY**

The delivery will be made by the Post by letter followed or colissimo according to the weight to the address indicated in the order form.

The risks are the responsibility of the buyer from the moment the products left the premises of the Tourist Office. In case of damage during transport, the reasoned protest must be made to the carrier within 3 days of delivery.

Once the order has been processed by the Tourist Office, the delivery is made within an indicative time of 2 working days for metropolitan France and 10 days maximum for the other areas covered. Any delays must be reported as soon as possible to the Tourist Office and do not entitle the buyer to claim damages. Delivery times are only indicative.

In case of loss of the product upon delivery, loss confirmed following an investigation, the Tourist Office will return a replacement product (at its expense) or refund it on demand.

#### **ARTICLE 7 – RETRACTION AND RETURNS**

The buyer benefits from a 14-day cooling-off period from the day he / she comes into possession of the goods to return the product to the Tourist Office for exchange or refund without penalty, with the exception of the return costs. , which are the

responsibility of the buyer. Items must be returned intact, labeled, in their original packaging and have not been worn or washed.

All claims, requests for exchange or refund must be made by post to the following address: Tourist Office Samoens 66 place of the Tourist Office 74340 Samoens within 30 days of delivery.

#### **ARTICLE 8 - GUARANTEES AND LIABILITY**

If, after opening, the buyer finds that the product does not comply with the order or is defective, the buyer agrees to contact the Tourist Office as soon as possible so that a solution is found .

All products provided by the Tourist Office benefit from the legal guarantee provided by articles 1641 and following of the Civil Code.

The Tourist Office undertakes to provide all the care used in the profession to deliver the product ordered by the buyer in the best conditions. As a salesman, the Tourist Office, in the process of selling on-line, is held only by an obligation of means; it can not be held responsible for damage resulting from the use of the Internet network such as data loss, intrusion, virus, service interruption, or other involuntary problems.

The responsibility of the Tourist Office can not be retained in case of breach of its contractual obligations due to a fortuitous event or a case of force majeure as defined by the Civil Code in Article 1218.

#### **ARTICLE 9 - CUSTOMS DUTIES**

For deliveries outside mainland France, the buyer agrees to pay all taxes due on the importation of products, customs duty, value added tax, and any other taxes due under the laws of the country of receipt of the order.

Any order placed on the website of the Tourist Office and delivered outside France and Monaco may be subject to taxes and customs duties that are imposed when the package reaches its destination. These customs duties and any taxes related to the delivery of an item are the responsibility of the buyer and are his responsibility. The Tourist Office is not required to check and inform the buyer of customs duties and applicable taxes.

The Tourist Office can not be held liable in case of non-compliance with the legislation of the country where the product is delivered, it is up to the buyer to check with the local authorities the possibilities of import or use items ordered.

#### **ARTICLE 10 - INTELLECTUAL PROPERTY**

All elements of the Tourist Office website are and remain the exclusive intellectual property of the Tourist Office of Samoëns. Nobody is authorized to reproduce, exploit, rebroadcast, or use for any purpose whatsoever, even partially, elements of the site that are software, visual or sound.

Products sold under the Samoëns brand, Your capital well-being, and / or bearing the official logo of the destination, are protected by a registered trademark, any copy or reproduction is prohibited.

#### **ARTICLE 11 - PERSONAL DATA**

In accordance with the law relating to computers, files and freedoms of January 6, 1978, the information of a personal nature relating to buyers may be subject to automated

processing.

The Tourist Office reserves the right to collect information on buyers including by using cookies, and, if desired, to transmit to business partners the information collected. Buyers can oppose the disclosure of their details by notifying the Tourist Office. Similarly, in accordance with the Data Protection Act of 6 January 1978 amended by Law No. 2004-801 of 6 August 2004, you have at any time a right of access, modification, rectification and deleting the data that concerns you. You can exercise it by sending an e-mail to: [infos@samoens.com](mailto:infos@samoens.com)

#### **ARTICLE 12 – ARCHIVING – PROOF**

The Tourist Office will archive purchase orders and invoices on a reliable and durable as a true copy in accordance with the provisions of Article 1348 of the Civil Code. The computerized records of the TO shall be considered by the parties as proof of communications, orders, payments and transactions between the parties.

#### **ARTICLE 13 – CLAIMS / DISPUTES**

Any dispute or litigation arising from the application of these general conditions of sale, their validity, their interpretation, their execution and more generally any dispute relating to the Service, must be the subject of a writing sent within the deadline of 3 days at the Tourist Office of Samoëns, at: 66, place of the Tourist Office 74340 Samoëns. The latter undertakes to make every effort to find an amicable agreement with the buyer and allow him to make free use of the consumer mediator, approved by the Commission for Evaluation and Control of Consumer Mediators. In case of persistent disagreement, the dispute will be brought before the court of Grande Instance de Bonneville, competent in the conditions of common law. These general conditions of sale are subject to French law.

## **2 – GENERAL CONDITIONS OF SALE TO INDIVIDUALS**

Reservation service of the Tourist Office of Samoëns

#### **Reservation and down payment**

To validate his reservation, the customer must fully and validly enter the documents / page “contact details”, accept the general conditions of sale, pay the amount of the deposit and validate his reservation / click on “Booking Validation”.

The amount of the deposit must be paid within a maximum of 7 days from the date of the reservation request. Beyond this period, no availability is ensured. The deposit is 30% of the amount due. By clicking on the link to pay your deposit online, you validate the rental agreement and the general conditions of sale. This is worth signing the contract. The reservation is definitively confirmed when the tenant receives the

document entitled “confirmation of reservation” (sent to the email address mentioned when entering the details).

The balance of the stay must be paid at least 30 days before arrival for all contracts. The non-payment of the balance 30 days or more before the arrival entails the cancellation of the contract. In case of reservation made less than a month before the departure, the totality of the amount is payable at the reservation.

The prices listed in the brochure and on the website are in euros, all taxes included except the tourist tax. They are given as an indication and are subject to change by our hosts and service providers. They will be indicated definitively on the rental contract or when searching for availability of the online booking.

### **Cancellation fees**

Before the 30th day before the booking start date: 30% of the amount of the stay. After the 30th day preceding the booking start date: the total amount of the stay.

Any modification concerning accommodation will, unless previously agreed by the Tourist Office of Samoëns, be considered a cancellation and will therefore incur the same fees.

A cancellation insurance is offered at the time of booking.

**Rental charges and tourist tax:** Rates are all inclusive (water, electricity, heating). A resort tax is in effect in the resort and it is not included in our prices.

**Internal rules:** In the case of renting in a collective building, the client will comply, as occupant of the premises, with the internal rules of the residence. This by-law will be posted or communicated by the owner.

**Sleeping:** The premises must not be occupied by more people than indicated by the contract, unless prior agreement of the owner (children are counted from the age of 1 year). If necessary, the latter may claim an additional rent or refuse entry into the premises.

**Deposit:** A deposit of an amount fixed by the owner and specified on the lease can be claimed upon entry. Will be deducted from this deposit, any breakage or damage possible and the cleaning fee if the rental has not been left in a proper state. Otherwise, the deposit will be returned within ten days of departure.

**Sheets and household linen:** Unless otherwise specified in the rental agreement, the supply of bed linen and household linen is not included in the amount of the rental (possibility of renting).

**Complaints:** Any complaint or dispute must reach us no later than 1 month after the end date of the stay. Beyond this period, the claim can not be taken into consideration.

If there is no satisfactory answer within 30 days, you can contact the Tourism Ombudsman, whose contact details and referral details are available on his website: [www.mtv.travel](http://www.mtv.travel).

The Tourist Office of Samoëns can not be held responsible for cancellation or modification of services booked following a case of force majeure and if certain services provided by the station but not reserved through us are deleted.

#### **Art. 95**

Subject to the exclusions provided for in the second paragraph (a) and (b) of Article 14 of the above-mentioned Act of 13 July 1992, any offer or sale of travel or holiday services shall be subject to the submission of appropriate documents which meet the requirements of rules defined by this Title. In the case of the sale of air transport tickets or transport tickets on a regular line not accompanied by services related to such transport, the seller delivers to the buyer one or more tickets for the entire journey issued by the carrier or under his responsibility. In the case of transportation on demand, the name and address of the carrier on whose behalf the tickets are issued must be mentioned. The separate invoicing of the various elements of the same tourist package does not exempt the seller from the obligations that are made to him by this title.

#### **Art. 96**

Prior to the conclusion of the contract and on the basis of a written support, bearing his business name, his address and the indication of his administrative authorization of exercise, the salesman must communicate to the consumer information on prices, dates and other components of the services provided during the trip or stay such as:

- 1 – The destination, the means, the characteristics and the categories of transport used.
- 2 – The type of accommodation, its location, its level of comfort and its main characteristics, its approval and its tourist classification corresponding to the regulations or customs of the host country.
- 3 – The meals provided.
- 4 – The description of the itinerary when it is a circuit.
- 5 – The administrative and health formalities to be carried out in the event, in particular, of crossing the borders as well as their deadlines for completion.
- 6 – Visits, excursions and other services included in the package or possibly available for an additional charge.
- 7 – The minimum or maximum size of the group allowing the realization of the journey or the stay as well as, if the realization of the journey or the stay is subordinated to a

minimum number of participants, the deadline of information of the consumer in the event of cancellation trip or stay. This date can not be set less than twenty-one days before departure.

8 – The amount or percentage of the price to be paid as a down payment at the conclusion of the contract and the payment schedule of the balance.

9 – The terms of revision of prices as provided for in the contract pursuant to Article 100 of this decree.

10 – Cancellation conditions of a contractual nature.

11 – The cancellation conditions defined in articles 101, 102 and 103 below.

12 – The details of the risks covered and the amount of cover given under the insurance contract covering the consequences of the professional liability of travel agencies and the civil liability of non-profit associations and bodies and local organizations of tourism.

13 – The information concerning the optional subscription of an insurance contract covering the consequences of certain cases of cancellation or of an insurance contract covering certain particular risks, in particular repatriation costs in the event of an accident or disease.

**Art 97** The prior information given to the consumer commits the seller, unless in this case, the seller has expressly reserved the right to modify certain elements. The seller must, in this case, clearly indicate to what extent this modification can occur and on which elements. In any case, the changes made to the prior information must be communicated in writing to the consumer before the conclusion of the contract.

**Art 98** The contract concluded between the seller and the buyer must be written in two copies, one of which is given to the buyer, and signed by both parties. It must include the following clauses:

1 – The name and address of the seller, its guarantor and insurer and the name and address of the organizer.

2 – The destination or destinations of the trip and, in the case of a split stay, the different periods and their dates.

3 – The means, the characteristics and categories of transport used, dates, times and places of departure and return.

4 – The type of accommodation, its location, its level of comfort and its main characteristics, its tourist classification according to the regulations or customs of the host country.

5 – The number of meals provided.

6 – The itinerary when it is a circuit.

7 – Visits, excursions or other services included in the total price of the trip or stay.

8 – The total price of the services invoiced as well as the indication of any possible revision of this invoicing under the provisions of the article 100 below.

9 – The indication, if any, of the fees or taxes relating to certain services such as landing, landing or embarkation fees in ports and airports, tourist taxes when they are not included in the price of the services provided.

10 – The schedule and the terms of payment of the price. In any case, the last payment made by the buyer can not be less than 30%. 100% of the price of the trip or stay and must be made when handing over documents to make the trip or stay.

11 – The special conditions requested by the buyer and accepted by the seller.

12 – The terms according to which the buyer can seize the seller of a claim for non-performance or bad execution of the contract, claim which must be sent as soon as possible, by registered letter with acknowledgment of receipt to the seller, and reported in writing, possibly to the travel organizer and the service provider concerned.

13 – The deadline for information of the buyer in case of cancellation of the trip or stay by the seller in the case where the completion of the trip or stay is linked to a minimum number of participants. in accordance with the provisions of Article 96 (7) above.

14 – Cancellation conditions of a contractual nature.

15 – The cancellation conditions provided for in articles 101, 102 and 103 below.

16 – The details of the risks covered and the amount of the guarantees under the insurance contract covering the consequences of the seller's professional liability.

17 – The information concerning the insurance contract covering the consequences of certain cases of cancellation subscribed by the buyer (policy number and name of the insurer) as well as those concerning the assistance contract covering certain particular risks, in particular repatriation costs in case of accident or illness. In this case, the seller must give the buyer a document specifying at least the risks covered and the risks excluded.

18 – The deadline for information of the seller in case of assignment of the contract by the buyer.

19 – The commitment to provide, in writing, to the buyer, at least ten days before the scheduled date of his departure, the following information: a) The name, address and telephone number of the local representative of the buyer. salesperson or, failing that, the names, addresses and telephone numbers of local bodies likely to help the



consumer in the event of difficulty or, failing that, the telephone number making it possible to establish an urgent contact with the seller b ) For trips and stays of minors abroad, a telephone number and an address allowing to establish a direct contact with the child or the person in charge of his stay.

**Art. 99** The buyer may assign his contract to an assignee who fulfills the same conditions as him to carry out the journey or stay, as long as the contract has not produced any effect. Unless more favorable to the seller, he must inform the seller of his decision by registered letter with acknowledgment of receipt no later than seven days before the start of the trip. When it comes to a cruise, this period is extended to fifteen days. This transfer is under no circumstances subject to prior authorization by the seller.

**Art. 100** Where the contract includes an express possibility of price revision, within the limits provided for in Article 19 of the aforementioned Act of 13 July 1992, it must mention the precise methods of calculation, both upward and downward, variations in prices, including the amount of transportation costs and related taxes, the currency or currencies that may affect the price of the trip or stay, the share of the price to which the change applies, the price of the currency or currencies used as reference when establishing the price appearing in the contract.

**Art. 101** Where, before the departure of the buyer the seller finds himself obliged to make a modification to one of the essential elements of the contract such as a significant price increase, the buyer may, without prejudging remedies for any damage suffered, and after having been informed by the seller by registered letter with acknowledgment of receipt: – either cancel his contract and obtain without penalty the immediate reimbursement of the sums paid; – accept the change or the substitute trip proposed by the seller; an amendment to the contract specifying the modifications made is then signed by the parties; any reduction in price is deducted from any sums still owed by the buyer and, if the payment already made by the latter exceeds the price of the modified service, the overpayment must be returned to him before the date of his departure.

**Art. 102** In the case provided for in Article 21 of the aforementioned Act of 13 July 1992, when, before the departure of the buyer, the seller cancels the journey or the stay, he must inform the buyer by registered letter with acknowledgment of reception, the buyer, without prejudging the remedies for any damage suffered, obtains from the seller the immediate refund and without penalty of the sums paid, the buyer receives, in this case, compensation at least equal to the penalty that he would have borne if the annulment had taken place on that date. The provisions of this article do not in any way preclude the conclusion of an amicable agreement for the purpose of acceptance by the buyer of a substitute trip or stay proposed by the seller.

**Art. 103** When, after the departure of the buyer, the seller is unable to provide a preponderant share of the services provided for in the contract representing a significant percentage of the price honored by the buyer, the seller must immediately make the following provisions: without prejudice to any claim for compensation for any

damage suffered: – either offer benefits in lieu of the services provided, possibly bearing any additional price, and if the services accepted by the buyer are of inferior quality, the seller must reimburse him, upon his return, the difference in price; – or, if he can not offer replacement services or if they are refused by the buyer for valid reasons, provide the buyer, at no extra cost, with tickets to ensure his return to conditions which may be deemed equivalent to the place of departure or to another place accepted by both parties.

Tourist Office of Samoëns – Place of the Tourist Office – 74340 Samoëns – Tel: +33 (0) 4 50 34 40 28 – info@samoens.com – reservation@samoens.com.

Travel Agency N ° IM07410016

APST Warranty N ° 37768