

**TERMS AND CONDITIONS OF SALE**  
**ONLINE SALES ACTIVITY**  
**OF EPIC COURCHEVEL TOURISME**

## CONTENTS

Preliminary Article – Definitions.....	3
Article 1 - Application and Enforceability of the Terms and Conditions of Sale.....	3
Article 2 – Formation of the contract.....	3
Article 3 – Terms for the execution of the Services. ....	4
Article 4 – Prices .....	5
Article 5 – Proof of reservation.....	6
Article 6 – Right to withdraw .....	6
Article 7 – Modification by the Customer.....	6
Article 8 – Cancellation by the Customer.....	7
Article 9 – Cancellation Insurance .....	8
Article 10 - Modification by the Tourist Office .....	8
Article 11 - Force majeure .....	8
Article 12 – Data protection .....	8
Article 13 – Liability .....	9
Article 14 - Disputes / Claims .....	9
Article 15 – General provisions .....	10

## **Preliminary Article – Definitions**

“Tourist Office”:	refers to Courchevel Tourisme, a Public Establishment of an Industrial or Commercial Nature (EPIC).
“Customer”:	refers to the person placing orders for services with Courchevel Tourisme.
“Services”:	refers to all the services offered by Courchevel Tourisme.
“Service Providers”:	refers to the professionals providing the Service.
“Website”:	refers to the website <a href="http://www.courchevel.com">www.courchevel.com</a> .

## **Article 1 - Application and Enforceability of the Terms and Conditions of Sale**

These Terms and Conditions of Sale are applicable to all the sales made through the online sales activity of Courchevel Tourisme through its website.

Consequently, unless specifically agreed, the placing of an order implies the full and unreserved acceptance by the Customer of these terms and conditions of sale – hereafter the Terms and Conditions of Sale – to the exclusion of all other documentation such as prospectuses, catalogues, brochures or other documents of any nature whatsoever, issued by the Tourist Office and which have solely an indicative value.

No specific condition, unless expressly agreed by the Tourist Office in writing, will prevail over these Terms and Conditions of Sale. Any condition to the contrary put forward by the Customer will therefore be unenforceable on the Tourist Office, in the absence of the express acceptance of the Tourist Office, whenever the latter was made aware of the said condition.

Courchevel Tourisme acts as a simple reservations centre through its online sales activity on its website.

## **Article 2 – Formation of the contract**

### ***2.1. Reservation***

The Customer may only enter into a contract to order Services after having read and formally accepted the full Terms and Conditions of Sale.

Before placing an order, the Customer must accept these Terms and Conditions of Sale by ticking a box or by clicking on a hypertext link provided to this effect on the Website.

The Customer declares and acknowledges that he/she is fully aware of these Terms and Conditions of Sale and accepts the said terms.

No order can be finalised without the express acceptance by the Customer of these Terms and Conditions of Sale.

To place an order, the Customer must be legally competent to enter into a contract as defined by French legislation.

All orders are firm and definitive, unless the right to withdraw as outlined in article 6 has been exercised, or a modification/cancellation is made in accordance with the terms outlined in articles 7 & 8 of these Terms and Conditions of Sale.

In the case of an internet booking made by the customer more than 30 (thirty) days ahead of the service start date, a non-refundable down payment of 50% of the overall amount (including tax) shall be payable. Thirty days ahead of the service start date, the balance of 50% shall be paid to Courchevel Tourisme.

When an online reservation is made by the customer fewer than 30 (thirty) days from the date of the beginning of the service, the total amount including taxes of this service is paid in full and is irrevocably deemed to have become the property of Courchevel Tourisme.

In case of your book a product non cancellable and non-refundable, the full amount has to be paid at your booking reservation.

In both cases, a cancellation insurance will be offered to the customer to enable him/her to cover the risk of the cancellation of his/her stay in accordance with the measures set out in Article 9, "Cancellation Insurance."

Reservations for Services proposed by the Tourist Office can be made through the [www.courchevel.com](http://www.courchevel.com) website.

## ***2.2. Particular Characteristics of the Online Reservation***

All the information communicated by the Tourist Office relating to the Services offered, featured either on the website or in documents issued by the latter, is purely informative, it being specified that this information varies depending on the Service Providers concerned.

This information is constantly updated but the Customer is advised to contact the Service Provider directly in order to receive the latest information.

The Tourist Office is at the Customer's disposal to provide him/her with any additional information relating to these Services.

The confirmation of the General Terms and Conditions of Sale implies acknowledgement by the Customer that he/she has received all the desired information concerning the nature and features of the Services.

A printed version of the Terms and Conditions of Sale as well as any information sent electronically will be accepted in any legal proceedings relating to the application of these Terms and Conditions of Sale in the same way and in the same conditions as any other document written and kept in hard copy.

The sale becomes firm and definitive after the Customer's validation of the summary of the Services ordered and the full payment of the Services ordered.

As long as these conditions have not been fulfilled, the Sale will not be considered as confirmed and the Tourist Office will in no way be expected to perform the Services being ordered.

As soon as the Sale is validly confirmed, it cannot be modified or cancelled by the Customer, without prejudice to the provisions of articles 6, 7 and 8.

## ***2.3. Confirmation of the reservation***

A reservation file with the status of “Confirmed reservation” is issued by Courchevel Tourisme specifying the exact amount invoiced, the content of the Services ordered as well as the General Terms and Conditions of Sale and the means by which the Customer can exercise any right to withdraw to which he/she may be entitled, as well as the address to which he/she may present his/her claims.

This confirmation constitutes acceptance of the order and will validate the transaction. The Customer accepts that the systems of registering the order constitute proof of the purchase and its date.

### **Article 3 – Terms for the Execution of the Services**

#### ***3.1. General provisions***

The duration of each Service is that stipulated by the Tourist Office.

With regard to reservations for accommodation, the Customer may not in any circumstance avail him/herself of any right whatsoever to remain in the accommodation at the end of the Service.

For the proper performance of certain Services, the Customer must present him/herself on the specified day and at the specified time or contact the Service Provider directly.

#### ***3.2. Specific measures depending on the Services ordered***

##### ***3.2.1. Services comprising solely accommodation***

In cases of a reservation for accommodation, the Customer is advised to inform the Service Provider directly of the time of his/her arrival.

The Customer must consult the opening hours of the establishment reserved.

In the event where the room(s) booked are not available when the Customer arrives, the Service Provider must, at no extra cost to the said Customer, obtain for him/her as many rooms as were originally reserved, in another establishment of an equal or superior category, at an equal or lower price of the room(s) reserved.

##### ***3.2.2. Tourism Products and Tourism Packages/Passes:***

The times indicated must be respected in order to guarantee the smooth running of the Service.

In the event of the Customer’s significant lateness, the Service Provider will be free to not perform the Service; in this case, the Customer is solely responsible for his/her lateness and the price of the Service will be invoiced in full.

In the event of a modification to the activities offered by the Service Providers, the Tourist Office shall not in any case be under any obligation to achieve a particular result and shall not be held liable for any compensation in favour of the Customer.

The same is true in the event of the cancellation of the Services notably due to weather conditions, to force majeure events or when the necessary number of participants required to carry out the activity is not

reached.

In the event of a cancellation by the Service Provider, when before the beginning of the Service, the Service Provider cancels one of its Services, the Service Provider or the Tourist Office must use all available means to notify the Customer. The Customer, without prejudice to any claims for damages, will be refunded and without penalty the amounts paid.

#### **Article 4 – Prices**

Unless otherwise stated on the Website, the prices featured on the Website are displayed in Euros, inclusive of VAT.

Any Service not envisaged as part of the package must be paid for on site.

The Customer's attention is drawn to the fact that additional local taxes to be paid on site may be imposed by the local authorities (e.g. tourist tax) and are at the expense of the Customer.

The Tourist Office reserves the right to modify the price of these Services at any time and in agreement with the Service Provider.

The Services ordered are paid for by direct debit when the reservation is made on the website through a secure payment system.

In all cases, additional local taxes such as the tourist tax are to be paid directly to the Service Provider on arrival or departure, in accordance with the establishment's own terms.

#### **Article 5 – Proof of reservation**

As soon as the order is confirmed in accordance with the terms outlined in article 2, the Tourist Office undertakes to send to the Customer the booking confirmation relating to the order for tourists services, products, etc.

#### **Article 6 – Right to withdraw**

Depending on the type of service ordered, the Customer may or may not benefit from a right to withdraw.

The Customer's attention is drawn to the fact that there is no right to withdraw for a Customer who orders an accommodation, transport, restaurant service, under the combined provisions of articles L121-20-4 al.2 and L121-18 of the French consumer code.

For all other types of services, the Customer is reminded that in accordance with the provisions of article L.121-20 of the French consumer code, the Customer has a period of 7 clear days as from the date of the confirmation of the order, in which to exercise his/her right to withdraw, by addressing a letter, or email to the Tourist Office:

EPIC Courchevel Tourisme  
BP 37 – Le Cœur de Courchevel  
73122 COURCHEVEL Cedex  
Tel. + 33 (0)4 79 08 00 29 – Email: [info@courchevel.com](mailto:info@courchevel.com)

Under the terms of this right to withdraw, the Customer can cancel the Services ordered without incurring any penalty.

If the right to withdraw is exercised, the Tourist Office undertakes to refund the Customer as soon as possible and at the latest within 30 days following the date on which he/she exercised his/her right to withdraw.

This period starts as from the date of reception of the letter or email of withdrawal.

#### **Article 7 – Modification by the Customer**

Any request to modify a reservation registered through the Tourist Office must be made immediately by the Customer.

By contacting the Tourist Office directly by telephone on +33 (0)4 79 08 00 29, and sending confirmation by letter or email addressed to the Tourist Office:

EPIC Courchevel Tourisme  
BP 37 – Le Cœur de Courchevel  
73122 COURCHEVEL Cedex  
Tel. + 33 (0)4 79 08 00 29 – Email: reservation@courchevel.com

Note that reservations made by the Customer via the online sales activities of the [www.courchevel.com](http://www.courchevel.com) website are firm and definitive.

In any event:

- no request on behalf of the Customer to modify an accommodation-only Service may be made less than a week before the scheduled date of the beginning of the Service;
- no modification on behalf of the Customer can be made to guided tours/concerts/shows/excursions;
- no request on the behalf of the Customer to modify tourist packages and/or passes can be made less than one week before the beginning of the Service.

Any Customer wishing to cancel one or more Service(s) is therefore advised to read the terms and conditions relating to the cancellation or modification of the reservation.

#### **Article 8 – Cancellation by the Customer**

Any total or partial cancellation must be made via the online sale website by logging on to the personal reservation file or by contacting the Tourist Office directly by telephone on +33 (0)4 79 08 00 29, and confirmed by addressing a letter or email to the Tourist Office:

EPIC Courchevel Tourisme  
BP 37 – Le Cœur de Courchevel  
73122 COURCHEVEL Cedex  
Tel. + 33 (0)4 79 08 00 29 – Email: reservation@courchevel.com

### **8.1. For reservations concerning accommodation-only Services**

In the event of the total or partial cancellation by the Customer, without the Service Provider being able to amend his/her reservation schedule, no refund will be made.

If the Customer does not present him/herself at the accommodation, no refund will be made.

### **8.2. For reservations for guided tours, ski lift passes, tourist services, products**

For entry tickets for tourist sites and ski lift passes, tickets are valid for the reservation date specified on the tickets. They may not be exchanged or refunded.

For guided tours/concerts/shows/excursions, the tickets may not be returned or exchanged, unless the event is cancelled.

### **8.3. Situation in the case of special rates**

The Customer's attention is drawn to the fact that certain Services reserved via the Tourist Office and which benefit from a specific rate (promotions, special prices) may not be modified or cancelled.

## **Article 9 – Cancellation insurance**

When confirming their booking, the customer has the option to take out a cancellation insurance policy, details of which can be found by clicking a link accessible from the bookings basket.

## **Article 10 - Modification by the Tourist Office**

When the Tourist Office is obliged to modify one of the essential elements of the contract before the scheduled date for the beginning of the Service, the Customer can, after having been informed by the Tourist Office by any means:

- Either terminate the contract and obtain, without penalties, an immediate refund of the amounts paid;
- Or accept the modified or alternative Services proposed by the Tourist Office, with an amendment to the contract specifying the modifications made subsequently being signed by the parties;
- If the substitute Service is cheaper than the Service ordered, the overpayment will be refunded to the Customer before the Service begins;
- In the opposite case, an additional payment must be paid by the Customer.

## **Article 11 - Force majeure**



A Force Majeure event as defined below will suspend the obligations of these Terms and Conditions as from its occurrence.

Contractually considered as a Force Majeure event leading to the suspension of the Contract and the exemption from liability, if they occur after the conclusion of the Contract and prevent its performance, are nationwide industrial disputes, fire, explosion, mobilisation, requisition, embargo, insurrection, the general lack of transport means, the general lack of supplies of raw materials, energy restrictions.

The Service Provider reserves the right to cancel any reservation in the case of a force majeure event and to modify the date. If the Service Provider is obliged to cancel the Service before the Customer has been able to start the activity, the postponing of the activity will be proposed.

## **Article 12 – Data protection**

### ***12.1. Data Protection Rights***

The [www.courchevel.com](http://www.courchevel.com) website is subject to a declaration to the French Data Protection Authority (CNIL).

Personal data provided by the Customer, including the number, name and address associated with a credit card, on the Website enable his/her orders to be processed and fulfilled and are encrypted in order to avoid these data being read when they are transferred by internet thanks to encryption software.

In accordance with article 32 of the French law of 6<sup>th</sup> January 1978 (Data Protection and Civil Liberties) modified by law 2004-801 of 6<sup>th</sup> August 2004, the essential information required for processing and executing orders, are indicated by an asterisk on the Website's pages.

Other requests for information which the Customer has the option to respond to or ignore are justified by the desire to know more about the Customer as well as to improve the services offered to him/her.

### ***12.2. Communication and amendment of personal data***

The databases on the online sales site are exclusively destined to be used by the Courchevel Tourist Office. They will in no case be sold or passed on to a third party, with the exception of the transfer of the customer file to the Service Provider(s).

The Customer has the right to access, amend, rectify and delete his/her personal data. To exercise this right, contact the Tourist Office.

## **Article 13 – Liability**

The Tourist Office may not be held liable for the total or partial non-performance of the Services ordered or the total or partial non-respect of the obligations stipulated in these Terms and Conditions of Sale, in the presence of unforeseen events, force majeure events, poor performance, faults committed by the Customer, or of unforeseeable and insurmountable acts by a third party unrelated to the provision of the Services.

In the same way, the Tourist Office is not liable for the performance of the Services by the Service Providers.

#### **Article 14 – Disputes / Claims**

Any claim relating to a Service must be addressed by recorded delivery letter with acknowledgement of receipt to the Tourist Office within 10 days following the date of the fulfilment of the Service, to the following address:

EPIC Courchevel Tourisme  
BP 37 – Le Cœur de Courchevel  
73122 COURCHEVEL Cedex  
Tel. + 33 (0)4 79 08 00 29 – Email: reservation@courchevel.com

Failing this, no claim will be considered by the Tourist Office.

The Terms and Conditions of Sale are subject to French law.

Any dispute relating to their interpretation and/or their performance will come under the competence of French courts.

The Customer acknowledges having read and accepted these Terms and Conditions of Sale.

#### **Article 15 – General provisions**

The Tourist Office has subscribed to a civil liability insurance policy for travel organisers with the insurance company ALLIANZ IARD – 87 rue de Richelieu – 75002 PARIS – FRANCE, the policy bears the number 44034858 and a guaranty of €30,490.00 (thirty thousand, four hundred and ninety euros) with the BANQUE DE SAVOIE – 6 boulevard du Théâtre – BP 30109 – 73001 CHAMBERY - FRANCE, in order to cover the consequences of professional civil liability which it might incur as a local tourism organisation authorised to commercialise products.

The fact that the Tourist Office does not avail itself, at a given moment, of one of the provisions of the Terms and Conditions of Sale may not be interpreted as a waiver of its right to avail itself at a later time of one of these provisions.

In the event where one of the provisions of the Terms and Conditions of Sales is declared null or void, this provision shall be deemed unwritten, without the validity of other measures being affected, unless the provision declared to be null or void constituted an essential and material provision.

The fact that the Tourist Office does not avail itself, at a given moment, of any one of these Terms and Conditions may not be interpreted as a waiver of its right to avail itself at a later time of any one of the said terms.

Except in the case of fraud, of which he/she must provide proof, the Customer is financially liable for his/her activities on the Website, notably of the use which is made of his/her Customer name and his/her password. He/she also guarantees the truthfulness and accuracy of the information relating to him/her provided on the Website.

Any use of the Website which is fraudulent or deemed to be fraudulent, which breaches these Terms and

Conditions of Sale, will justify the Customer being denied, at any moment, access to the Services proposed by the Partners or other functionalities of the Website.

Also applicable to the offer and the provision of the Services, in accordance with terms identical to these Terms and Conditions of Sale, are the specific terms of Partners specified in the description of the Service and on the reservation confirmation.

The act of making a purchase and/or reservation implies the acceptance of partners' specific terms.