

## **ARTICLE 1 - GENERAL**

These General Terms and Conditions of Sale (known as "GTC") apply, without restriction or reservation, to any purchase of the following services: Parking spaces.

As offered by the Service Provider to the client on the website [www.tignes.net](http://www.tignes.net)

The main characteristics of the services provided are presented on the website [www.tignes.net](http://www.tignes.net).

The customer is required to read the terms of sale before placing an order. The choice and purchase of a service is the sole responsibility of the customer.

These T & Cs are accessible at any time on the website [www.tignes.net](http://www.tignes.net) and will prevail over any other document.

The customer declares to have read these GTC and to have accepted them by ticking the box provided for this purpose before finalising the online ordering procedure on the website [www.tignes.net](http://www.tignes.net)

Unless proven otherwise, the data recorded in the Service Provider's computer system constitutes proof of all transactions concluded with the customer. The Service Provider's contact details are as follows:

SAGEST TIGNES DEVELOPPEMENT, SAEML Social capital of 762,245.09 euros Registered with the Chambéry RCS, under number 349 231 068 BP 51 -73320 TIGNES Mail: [parkings@tignes.net](mailto:parkings@tignes.net)

Telephone: 04 79 40 06 70

The services presented on the site [www.tignes.net](http://www.tignes.net) are offered for sale for the following territory: TIGNES

## **ARTICLE 2 - PRICES**

The services are provided at the current prices listed on the website [www.tignes.net](http://www.tignes.net), when the Service Provider registers the order.

The prices are given in Euros, excl tax, and incl tax.

The prices take into account any eventual reductions that may be granted by the Service Provider on the website [www.tignes.net](http://www.tignes.net)

These prices are fixed and non-revisable during their period of validity but the Service Provider reserves the right, outside the period of validity, to modify prices at any time. The payment requested from the Consumer corresponds to the total amount of the purchase, including charges.

## **ARTICLE 3 - ORDERS**

It is up to the Customer to select on the website [www.tignes.net](http://www.tignes.net) the services requested to purchase, in accordance with the following criteria:

- The Customer accepts or declines the possibility of using a ski pass card as the parking access card.
- The Customer enters all additional personal information requested in order to process the order (ARTICLE 8 "Order of Services")
- The Customer selects (depending on availability) the dates of stay and the preferred choice of car park. Please note, the Customer is required to respect vehicle height restrictions.
- The Customer's acceptance of the General Terms and Conditions of Sale.

Payment of the sales total

- The reservation is considered confirmed and valid only once full payment has been made. Orders must be placed no later than the Wednesday preceding the Customers' arrival in Tignes.

It is the Customer's responsibility to verify the accuracy of the order and to report immediately any errors.

Any order placed on the website [www.tignes.net](http://www.tignes.net) constitutes to the formation of a contract concluded at distance between the Consumer and the Service Provider.

The Service Provider reserves the right to cancel or refuse any order from Customers with whom there is a dispute relating to the payment of a previous order.

## **ARTICLE 4 - PAYMENT TERMS**

The total sales price is paid by secure payment, according to the following terms:

Payment by credit card

Full payment is required from the Customer on the day of purchase.

Payment data is exchanged in encrypted mode in accordance with the security code enforced by the approved payment service provider (CREDIT AGRICOLE E-TRANSACTIONS) involved in banking transactions carried out on the website.

The Service Provider will not be required to provide the Services ordered by the Customer if the latter does not make full payment under the conditions indicated above.

## **ARTICLE 5 - PROVISION OF SERVICES**

The services ordered by the Customer will be provided as follows:

Once payment has been made, the Customer will receive an order confirmation email at the address indicated by the Customer when placing the order.

This acknowledgment will include a parking access code; this is a personalised code and should only be assigned to one single vehicle.

The Service Provider is committed, and undertakes to use all reasonable means to provide the Services ordered by the Customer and within the deadlines specified above.

In the absence of any complaints expressly made by the Customer upon receipt of the Services, they will be deemed to comply with the order, in quantity and quality.

No complaint will be accepted in the case of Customer disregard of the formalities and deadlines stipulated in these conditions.

The Service Provider will reimburse or rectify, as soon as possible and at its expense, any Services for which the customer has duly proved the lack of conformity.

Please note any misuse of the code will result in a refund refusal: please have a care. This error is the responsibility of the Customer.

## **ARTICLE 6 – RIGHT TO WITHDRAWAL**

According to the terms of article L221-18 of the Consumer Code "Consumers have a period of fourteen days to exercise their right to withdraw from a contract concluded at distance, following a direct telephone call off-premises, without having to justify the decision or bear any other costs than those provided for in articles L.221-23 to L221-25.

The time limit mentioned in the first paragraph is applied from the day of:

1 ° The conclusion of the contract, for service provision contracts and those mentioned in Article L-221-4;

2 ° Receipt of the goods by the consumer or a third party (other than the goods carrier) designated by the consumer, for sale of goods contracts. For contracts concluded off-premises, the consumer may exercise his right of withdrawal from the conclusion of the contract.

In the case of an order for several goods delivered separately or in the case of an order for goods made up of lots or multiple pieces whose delivery is spread out over a defined period, the period starts from receipt of the last item or batch received.

For contracts providing for the regular delivery of goods during a defined period, the period starts from the receipt of the first item.

The right to withdrawal can be exercised online, using the attached withdrawal form, also available on the website or by any other declaration, or explicit document, expressing the desire to withdraw and in particular by email addressed to the Service Provider at the e-mail address indicated in ARTICLE 1 of these GTCS.

If the right of withdrawal is exercised within the aforementioned period, only the price of the Services ordered will be refunded.

The reimbursement of sums paid by the Customer will be made within 14 days of receipt of the Customer's notification of withdrawal to the Service Provider.

## **ARTICLE 7 - CANCELLATION**

Any confirmed and paid order is non-modifiable and non-refundable, except in the case of implementation of the right of withdrawal. However, SAGEST TIGNES DEVELOPPEMENT allows consumers to cancel a reservation with a refund according to the following terms:

-Cancellation up until 7 days before arrival: 100% refund

-Cancellation between 2 and 6 days before arrival: refund of sums paid minus a deduction of 15 euros, corresponding to the cancellation costs.

-Cancellation up until the day before arrival: no refund

## **ARTICLE 8 - RESPONSIBILITY OF THE SERVICE PROVIDER - GUARANTEES**

The Service Provider guarantees to the Customer, in accordance with the legal provisions and without additional payment, against any lack of conformity or hidden defect, resulting from a design or production fault of the Services ordered under the following conditions and according to the following terms:

Legal guarantee of conformity

Article L217-4 of the Consumer Code "The seller is required to deliver goods in accordance with the contract and is liable for any lack of conformity existing at the time of delivery. It also responds to any lack of compliance resulting from the packaging, assembly or installation instructions, when such conformity was covered by the contract or was performed under its responsibility".

Article L217-5 of the Consumer Code "The good complies with the contract: 1° If it is suitable for use as would be expected of a similar good and, if applicable:

-if it corresponds to the description given by the seller and has the qualities that the latter presented to the buyer in the form of a sample or model;

-if it has the qualities that a buyer can legitimately expect given the public statements made by the seller, the producer or representative, in particular in advertising or labeling;

2 ° Or if it has the characteristics defined by mutual agreement between the parties or is suitable for any special use sought by the buyer, brought to the attention of the seller and which the latter has accepted."

Article L217-12 of the Consumer Code "The action resulting from the lack of conformity lapses two years after delivery of the goods."

Articles L217-16 of the Consumer Code « Where the buyer requests from the seller, during the course of the commercial warranty granted to him when acquiring or repairing movable property, a repair covered by the warranty, any period of immobilisation of at least seven days shall be added to the duration of the warranty which remained to run."

This period shall run from the date of the buyer's request for intervention or the date on which the goods in question are made available for repair, if such availability is subsequent to the request for intervention. »

In order to assert his rights, the Customer must inform the Service Provider, in writing (email or letter), of the existence of defects or lack of conformity.

The Service Provider will reimburse, rectify, or organise repair (within the realm of possibility) of the articles or services deemed defective as soon as possible and no later than 15 days following the Contestation by the Provider of the defect or vice. This reimbursement can be made by bank transfer or check.

The Provider's guarantee is limited to the reimbursement of the Services actually paid for by the Customer.

The Service Provider cannot be considered responsible or at fault for any delay or non-performance following the occurrence of a case of force majeure usually recognised by French case law, in addition to cases of total or partial strikes, internal or external to the company, restrictions governmental or legal as well as epidemics and pandemics. The occurrence of a case of force majeure will suspend, initially and automatically, the execution of the order. If we note the persistence of the force majeure, the order will be canceled, unless otherwise agreed between the two parties.

## **ARTICLE 9 – PERSONAL DATA**

The Customer is informed that the collection of his personal data is necessary for the sale of the Services and their realisation and delivery, and is entrusted to the Service Provider. These personal details are collected only for the execution of the service provision contract.

Collection of personal data

The personal data that is collected on the site [www.tignes.net](http://www.tignes.net) is as follows:

Order of Services:

Last name, First name, postal address, country, email, telephone

Payment

As part of the payment for the Services offered on the site [www.tignes.net](http://www.tignes.net), the latter records financial data relating to the bank account or the Credit card of the Client / user.

Recipients of personal data

Personal data is reserved for the sole use of the Service Provider and its employees.

Data controller

The data controllers, within the meaning of the Data Protection Act and from May 25, 2018 of Regulation 2016/679 on the protection of personal data, are:

The Service Provider, and Antoine Rechenmann, from the company NOVATEK.ar@novatek-consulting.com 159 Rue DES CHAPELLES 74370 ANNECY

The Data Protection Officer is: Antoine Rechenmann, from the company NOVATEK

#### Limitation of processing

Unless the Customer expresses his express consent, his personal data is not used for advertising or marketing purposes.

#### Duration of data retention

The Service Provider will keep the data thus collected for a period of 5 years, covering the period of limitation of the applicable contractual civil liability.

#### Security and confidentiality

The Service Provider implements organisational, technical, software and physical measures for digital security to protect personal data against alteration, destruction and unauthorised access. However, it should be noted that the Internet is not a completely secure environment and the Service Provider cannot guarantee the security of the transmission or storage of information on the Internet.

The Customer and the Service Provider can update or delete the data concerning them as follows:

##### Email or postal mail

They can delete their account by writing to the email address indicated in the section "Data Controller"

They can exercise their right of access to uncover the personal data concerning them, request the updating of information, request the deletion of their data, and oppose the processing of their data by the Service Provider by writing to the address indicated in the article "Data Controller"

The data controller must provide a response within a maximum delay of one month. In the event of a refusal to grant the Customer's request, the latter must be justified.

The customer is informed that in the case of refusal, he can lodge a complaint with the CNIL (3 place de Fontenoy, 75007 PARIS) or appeal to a legal authority.

#### **ARTICLE 10 - APPLICABLE LAW**

The Contract is subject to French law.

#### **ARTICLE 11 - DISPUTES**

In the event of a dispute relating to the formation, execution and / or interpretation of the Contract, the Parties will first meet in order to endeavor to find an amicable solution.

For any complaint, please contact customer services at the postal or email address of the Service Provider indicated in Article 1 of these T & Cs.

The customer is informed that one can in any event claim through conventional mediation, with existing sectoral mediation bodies or any alternative dispute resolution method (conciliation for example) in the event of a dispute.

In this case, the appointed mediator is: Médiation Tourisme et Voyage (MTV) BP 80303 –75823 PARIS Cedex 17

Mail: info@mtv.travel

Failing agreement between them, any disputes relating to the formation, execution, and / or interpretation of the Contract or its termination, will be submitted to the Commercial Court of Chambéry (73).

**ANNEX 1**  
Withdrawal form

Date:

This form must be completed and returned only if the Customer wishes to withdraw from the order agreement placed on the website [www.tignes.net](http://www.tignes.net), except exclusions or limits to the exercise of the right of withdrawal according to the applicable general conditions of sale.

For the attention of SAEML, SAGEST TIGNES DEVELOPPEMENT

BP51

73320 Tignes

I hereby notify withdrawal from the contract relating to the order for the provision of services below:

- Order of (indicate date)
- Order number:
- Customer name
- Customer address

SIGNATURE OF THE CUSTOMER (only applicable to notifications by paper form)