

GENERAL CONDITIONS OF SALE

Purpose of the present general conditions of sale

The purpose of these terms and conditions is to define the general conditions for online reservations of parking spaces offered for rent by :

S.E.M. DES PARCS DE STATIONNEMENT DE VAL THORENS (VALTHOPARC)

a semi-public company with a Board of Directors, registered in the CHAMBÉRY Trade and Companies Register under the number RCS B 344 136 726 since 25 March 1988, with a capital of 720,000.00 euros

having in particular for activity the hiring and the management of parking lots and all commercial, administrative installations or others being attached to it in the commune LES BELLEVILLE whose head office is located : 130 Rue de la Boucle - VAL THORENS - 73440 - LES BELLEVILLE - FRANCE

whose telephone numbers allowing to effectively contact it are :

+33(0)4 79 00 02 49 (not surcharged, rate according to the customer's operator)

whose fax number (FAX) is: +33(0)4 79 00 04 94

whose e-mail address is info@valthoparc.org

whose SIRET number is 344 136 726 00025

whose individual VAT identification number is FR02344136726

insured by MMA Entreprise under contract no. 128 432 039

hereinafter referred to as "VALTHOPARC",

on its e-commerce site accessible at the following Internet address: valthoparc.axess.shop

hereinafter referred to as "the site".

Application of the present general conditions

The present general conditions govern all parking space reservations made online from the "Les Ménuires" tab of the site.

They apply to the exclusion of all other general conditions.

By reserving on the site, the client accepts, fully and without reserve, the present general conditions. VALTHOPARC is free to modify these general conditions at any time.

It is however specified that the conditions applicable to the reservation are always those in force at the time of the reservation.

Duration and geographical scope of the offer

VALTHOPARC is free to withdraw or modify at any time the parking offer proposed on the site.

The parking offer presented on the site is valid as long as it remains accessible online by VALTHOPARC.

However, it is valid only within the limits of the available parking spaces.

The parking space reservation offer presented on the site is valid for all countries.

Description of parking spaces

The parking spaces offered for reservation are described in text form on the site with their main characteristics.

The photographs of the parking spaces reproduced on the site are only intended to illustrate the types of spaces offered for reservation.

They do not necessarily correspond to the pitch specifically reserved by the client.

VALTHOPARC and its customer service remain at the disposal of the customer for any request for clarification or additional information.

Price

The rental price applicable to the reservation is the one indicated by VALTHOPARC on the site at the time of the reservation.

It is indicated in EURO, all applicable French taxes included.

VALTHOPARC is free to modify at any time the price of the rentals, being however specified that the price applicable to the reservation is always the one in force at the time of the reservation.

The total price due by the client will be indicated including all French taxes on the summary of the reservation provided for in the following article in point 5.

Any decrease or increase in taxes which may occur after the reservation and which may be applied to the rental, may, if necessary, be reflected by VALTHOPARC on the total price of the rental due by the client. The client will be immediately informed of any such repercussions. In the event of an increase in the price, the client may, unless the rental has already begun, cancel the contract freely and without charge within fourteen clear days following the information received from VALTHOPARC. In this case, the customer will be reimbursed the full amount paid at the time of the reservation, at the latest within fourteen clear days following the cancellation, according to the means of payment used by the customer at the time of the reservation. In the absence of cancellation, VALTHOPARC will deduct, by the same means of payment, the amount corresponding to the increase in taxes.

The prices, promotions or price reductions, if any, offered on the site are only valid for reservations made from the site.

Reservation

The reservation of parking spaces offered for rent on the site is made online from the site according to the following process, attention only the renters of the last season will be able to benefit from it:

1. The client enters the initial data required to open an account,
2. Upload the necessary documents for the application,
3. Mail of confirmation of the opening of the account and the taking in charge of the request,
4. Validation by the reservation department of the request and activation of the product(s) to be ordered,
5. Confirmation email for validation of the request,
6. New connection to the account and purchase of the product(s),
7. Automatic emails with contract and QRCode,
8. Presentation of the QRCode on the automatic cashier of the Croisette for the edition of the definitive ticket.

The customer can only access level 6 after validation by the reservation service.

For the reservation to be completed correctly, the customer must provide a valid, non-erroneous and non-saturated e-mail address that is consulted frequently.

Recording and conservation of the contract

The rental contract relating to the reservation is materialized by :
the online general sales conditions in force at the time of the order and the reservation acknowledgement sent to the customer.

VALTHOPARC will keep these elements, as well as the invoice related to the reservation, in digital form for the legal archiving period in France applicable to the reservation.

During this same period, the client may obtain a copy of these documents upon request to the customer service.

Payment

The payment of the price of the order will be made in EURO to the exclusion of any other currency, regardless of the nationality of the client and the place from which the reservation was made. The payment of the totality of the price of the rental will be carried out at the time of the reservation.

It will only be done by credit card directly on the site via the PAYBOX system of secure online payment of the CRÉDIT AGRICOLE.

The client's reservation will only be effective after the full and complete payment of the price.

The payment will appear on the customer's bank statement under the name VALTHOPARC.

Right of withdrawal

The customer has the right, in accordance with the law, to withdraw from the present contract without giving any reason within a period of fourteen days. The withdrawal period expires fourteen days after the conclusion of the contract.

In order to exercise the right of withdrawal, the customer must notify his decision to withdraw from this contract using the withdrawal form below.

In order for the withdrawal period to be observed, it is sufficient for the customer to send his or her notice of withdrawal before the expiration of the withdrawal period.

In case of withdrawal from the present contract by the customer, VALTHOPARC shall reimburse all payments received from the customer without undue delay and, in any case, not later than fourteen days from the day VALTHOPARC is informed of the decision to withdraw from the present contract. VALTHOPARC shall proceed to the refund using the same means of payment that the customer used for the initial transaction, unless the customer expressly agrees to a different means; in any case, this refund shall not entail any costs for the customer.

If the customer has requested to start the provision of services during the withdrawal period, the customer will have to pay an amount proportional to what has been provided up to the moment the customer has informed of his withdrawal from this contract, in relation to all the services provided by the contract.

Cancellation

Subject to the right of withdrawal recalled in the previous article, the reservation and the payment of the rental price by the client at the time of the reservation are binding on the client.

The cancellation of the reservation outside the right of withdrawal will not give rise to any refund of the rental price.

Responsibilities

VALTHOPARC shall not be liable for the non-performance or improper performance of the contract attributable either to the customer, or to the unforeseeable and insurmountable act of a third party to the contract, or to a case of force majeure, or to the requisition of the judicial or administrative authority.

Rules for the use of the parking lot

By reserving on the site, the customer undertakes to respect, fully and without reservation, the rules of use of the car parks displayed in the car parks.

Personal data

In application of the law n°2004-801 of August 6, 2004 relating to the protection of personal data and modifying the law n°78-17 of January 6, 1978 relating to data processing, files and freedoms, the user is informed that the personal data concerning him/her communicated by him/her at the time of a reservation are recorded in VALTHOPARC's customer file. This data is subject to automated processing for the purpose of managing the reservation and sending related information. The personal data collected at the time of the reservation may also be used by VALTHOPARC for follow-up and information purposes.

These data may also be communicated to VALTHOPARC's partner, the Val Thorens Tourist Office, which may, if necessary, also use them for information purposes and for the customer's journey. However, the customer may object to this at the time of reservation by checking the box offering this possibility or later by writing to the customer service.

VALTHOPARC, represented by Mr. VASSE Franck, its Director, is responsible for the processing of personal data collected during the reservation.

However, VALTHOPARC is not responsible for the processing carried out by the service providers who securely handle the payment of reservations or by its partner, recipient of the collected data. The client is also informed that failure to enter the mandatory personal data requested during the reservation process prevents the successful completion of the process. Mandatory data are those whose entry field is marked with an asterisk.

The client is also informed that he has the right to access and rectify his personal data by writing to the customer service.

Intellectual property

All elements of the VALTHOPARC websites are protected in France and abroad by intellectual property rights. No reproduction or distribution to the public of these elements can consequently be made without the express and prior authorization of VALTHOPARC, on pain of legal proceedings. The client declares that he is fully aware of this and accepts it without reservation.

Customer service

For any information, VALTHOPARC's customer service can be reached :
on the following telephone number (not surcharged, rate depending on the customer's operator):
+33(0)4 79 00 02 49
- 7 days a week and 24 hours a day from mid-November to mid-May.

- from Monday to Thursday, except on public holidays, from 9am to 12pm and from 2pm to 5pm, the rest of the year.

at the following e-mail address: info@valthoparc.org

or at the following postal address

VALTHOPARC

130 Rue de la Boucle

VAL THORENS

73440 LES BELLEVILLE

FRANCE

Language of the contract

The language of this contract is French. It is also translated into English. However, only the French version is authentic.

Applicable law

This contract is subject to French law, regardless of the nationality of the customer or the place of delivery of the order.

Disputes

In case of dispute, only the French courts will have jurisdiction, regardless of the nationality of the customer or the place of delivery of the order.

It is reminded, in accordance with the law, that the customer has the possibility to resort, in case of dispute, to a conventional mediation procedure or any other alternative dispute resolution.

CNPA Mediator - 50, Rue Rouget de Lisle - 92158 Suresnes Cedex - www.mediateur.cnpa.fr

SEM VALTHOPARC
CUSTOMER SERVICE
130 RUE DE LA BOUCLE
VAL THORENS
73440 LES BELLEVILLE

Subject :

Cancellation form for online sales valthoparc.axess.shop

To the attention of the customer service of the company VALTHOPARC,
whose head office is located at 130 Rue de la Boucle - VAL THORENS - 73440 LES
BELLEVILLE - FRANCE
whose telephone number allowing to get in touch with it is: +33(0)4 79 00 02 49 (not surcharged,
rate according to the customer's operator)
whose fax number (FAX) is: +33(0)4 79 00 04 94
whose e-mail address is info@valthoparc.org
whose SIRET number is 344 136 726 00025
whose individual VAT identification number is FR02344136726

I/We _____ hereby notify you of my/our

hereby notify you of my/our request to withdraw from the contract for the following
service below:

rental of a parking space referenced by the following contract number

_____ and received on _____

Name and address of consumer(s) :

date and signature of consumer(s):

Translated with www.DeepL.com/Translator (free version)