



General conditions of sale and online shop of the Office de Mirecourt et ses environs

ARTICLE 1 - GENERAL INFORMATION

These general conditions of sale ("GCS") apply to contractual relations between the Office de Tourisme de Mirecourt et ses environs, an association under the law of 1901. The Tourist Office is registered by the Atout France registration commission (article R. 211-23 of the Tourism Code) in the register of travel and holiday operators under number: IM088110002.

These General Terms and Conditions can be consulted on the Mirecourt Tourist Office website, tourisme-mirecourt.fr.

Consequently, placing an order implies the Customer's prior, full and unreserved acceptance of these general terms and conditions of sale.

The invalidity of any of the clauses of these conditions shall not affect the validity of the other clauses.

Financial guarantee: APST - 15 avenue Carnot - 75017 Paris

ARTICLE 2 - ONLINE SALES

The Mirecourt Tourist Office sells various services and souvenir items via the website tourisme-mirecourt.fr, reserved for individuals, and which are governed by the present general conditions of sale.

The Customer must be of legal age and have the legal capacity to contract.

The Customer is legally and financially responsible for all operations carried out via the Mirecourt Tourist Office websites.

He certifies the accuracy of the information concerning him which may be requested on the site and in this respect guarantees Mirecourt Tourist Office against any action or claim by a third party in the event of illicit or fraudulent use of his data within the framework of the use of the site.

The Mirecourt Tourist Office has an obligation of means and cannot under any circumstances be held responsible in the event of fraudulent use on its site of the Customer's identifiers (user name and password).

ARTICLE 3 - ONLINE BOOKING, ORDERING AND PAYMENT

General information:

By placing an order on the Mirecourt Tourist Office website, the Customer expressly acknowledges that he/she has obtained all the information required concerning the nature and characteristics of the service ordered.

The Tourist Office presents on its website tourisme-mirecourt.fr all the information on the product required to comply with article L-111-1 of the French Consumer Code.

The products offered for sale on the site tourisme-mirecourt.fr are described as accurately as possible, allowing the consumer to have the most accurate and faithful idea possible of the product.

Orders and confirmation:

Validation by the Customer of his/her order implies full and unreserved acceptance of these General Terms and Conditions of Sale. To validate his/her order, the Customer must complete a series of data entries (adding products to the basket, validating the order, entering contact details, choosing the method of payment, accepting the GTC).

The Mirecourt Tourist Office will not be obliged to carry out the services reserved until these prerequisites have been met, and the contract will not be considered validly formed.

The Customer acknowledges that the data recorded on the site tourisme-mirecourt.fr constitutes proof of the transaction and the data recorded by the payment systems, proof of the financial transaction. The Office de tourisme de Mirecourt reserves the right to suspend and/or refuse any order from a Customer with whom the Office de tourisme de Mirecourt is in dispute, on any grounds whatsoever, without the latter being able to claim any compensation whatsoever.

The photographs illustrating the product offered for sale reproduce it as faithfully as possible. Nevertheless, the Tourist Office draws the customer's attention to the fact that the photographs cannot ensure perfect similarity with the product offered for sale, particularly with regard to :

- Colours: for technical reasons, differences may result from the colour quality of the photographs, which may vary from one screen to another, or from the difficulty of rendering the materials on the screen.
- The finish of handcrafted products, which may sometimes vary slightly.

These differences cannot be interpreted as defects in conformity and lead to the cancellation of the sale.

The Tourist Office cannot be held responsible for any misinterpretation of this information or for any obvious error or insignificant omission between the characteristics of the product and its representation and/or description.

The majority of products offered for sale are available in our shop.

Conditions specific to items in the shop

Order and confirmation

Once the order has been placed by the customer, Mirecourt Tourist Office will send an e-mail confirming receipt of the order.

Mirecourt Tourist Office will notify the customer by e-mail when the order has been sent.

Conditions specific to ticketing, stays and gift vouchers

The Mirecourt Tourist Office is a local tourist organisation available to all types of service providers who are members and who have signed a partnership agreement with it.

The Customer may assign his contract to a transferee who fulfils the same conditions as he does to make the journey or stay, as long as this contract has not produced any effect. Unless stipulated otherwise in favour of the assignor, the latter must inform Mirecourt Tourist Office of his or her decision by any means enabling acknowledgement of receipt to be obtained no later than seven days before the start of the trip. Under no circumstances is this transfer subject to prior authorisation by the seller.

Availability of items

Items are offered subject to availability. If an item is unavailable after the order has been placed, Mirecourt Tourist Office will inform the customer by e-mail and will refund any sums received in payment for this item as soon as possible.

The unavailability of a product may under no circumstances result in the granting of any penalty or damages or interest whatsoever.

Delivery and receipt of items from the online shop

Deliveries to the Mirecourt Tourist Office online shop are made by external service providers. Products are delivered to the delivery address indicated in the order, within 15 days following the date of receipt of the order for metropolitan France, delivery times for any other place of delivery can be communicated on a case-by-case basis on simple request from you.

In the event of an unusual delay on the part of the Mirecourt Tourist Office, an e-mail will be sent to the customer to inform them.

The Office de tourisme de Mirecourt will not be held responsible for the delivery obligation once it has sent the products ordered to the address indicated within 15 days following the order.

As far as the responsibility of the post office is concerned, the postmarks will be taken as proof.

It is the responsibility of the customer, in the event of shortage, deterioration or non-conformity, to make precise and detailed reservations with the carrier, at the time of delivery and at the latest

within three days (excluding public holidays) following delivery, and to notify the Mirecourt Tourist Office by post or e-mail.

ARTICLE 4 - PAYMENT AND PRICE

Payment is made by credit card when the order is placed.

Unless otherwise stated, the prices displayed are in euros and include VAT.

To these prices must be added the cost of shipping the items.

All reservations are firm and definitive, subject to the right of withdrawal provided for in article 5, or cancellation under the conditions provided for in article 7 of these general conditions of sale.

In the event of a price change, the price applicable to the Customer is that in force at the time of the online order on tourisme-mirecourt.fr.

ARTICLE 5 - RIGHT OF WITHDRAWAL

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

Conditions specific to items in the shop

In the case of distance selling (without the simultaneous physical presence of the parties), in accordance with Article L 121-21 of the French Consumer Code, you have a period of fourteen (14) clear days in which to exercise your right of withdrawal without having to justify your reasons or pay any penalties, with the exception of the cost of returning the goods.

This right of withdrawal may be exercised by registered letter or e-mail with return receipt requested, addressed to Mirecourt Tourist Office:

Mirecourt Tourist Office

22 rue Chanzy

88500 Mirecourt

Tel: +33 3 29 37 01 01 - contact@tourisme-mirecourt.fr

In the event of exercising the right of withdrawal, Mirecourt Tourist Office undertakes to reimburse the Customer as soon as possible, and at the latest within 30 days following the date on which it receives the returned item.

This period runs from the date of receipt of the product by Mirecourt Tourist Office.

The returned item must be in saleable condition.

Conditions specific to tickets, holidays and gift vouchers

In application of articles L. 121-20-4, paragraph 2, the Customer has no right of retraction in the case of an order including a ticket from a Mirecourt Tourist Office ticket office or a holiday service in the

form of a gift voucher or not reserved on the Mirecourt Tourist Office website. No reimbursement will be made.

ARTICLE 6 - CONDITIONS RELATING TO SERVICES

The duration of each service is specified by Mirecourt Tourist Office. The Customer may not claim to remain in the premises after the end of the service.

ARTICLE 7 - RESPONSIBILITIES

Mirecourt Tourist Office remains the sole interlocutor of the Customer and is answerable to him for the execution of the services ordered and the obligations arising from the present general conditions of sale.

Mirecourt Tourist Office cannot be held responsible for the total or partial non-execution of the services ordered, a case of force majeure (i.e. unforeseeable, irresistible and external), the act of a third party, poor execution of its obligations by the Customer, or in the event of fault on the part of the latter.

The Mirecourt Tourist Office may not be held responsible for damage of any kind that may result from the temporary unavailability of the site or an interruption in the Customer's connection during the registration, reservation or payment process.

ARTICLE 8 - GUARANTEES

In accordance with the provisions of article 1641 of the French Civil Code, the Mirecourt Tourist Office guarantees the hidden defects of the products it sells independently of the commercial guarantee.

Legal guarantee:

In accordance with the provisions of article L211-15 of the French Consumer Code, the customer is reminded of the following provisions:

Article 1641 of the Civil Code:

The Mirecourt Tourist Office is liable for any hidden defects in the item sold which render it unfit for the use for which it was intended, or which impair this use to such an extent that the buyer would not have purchased it, or would only have paid a lower price for it, had he or she been aware of them.

Article 1648 paragraph 1 of the Civil Code:

The action resulting from redhibitory defects must be brought by the purchaser within two years of the discovery of the defect.

Article L211-4 of the Consumer Code:

The Mirecourt Tourist Office is required to deliver goods in conformity with the contract and is liable for any defects in conformity existing at the time of delivery.

It is also liable for any lack of conformity resulting from the packaging, assembly instructions or installation when the latter is its responsibility under the contract or was carried out under its responsibility.

Article L211-5 of the French Consumer Code:

To comply with the contract, the goods must:

1° Be fit for the purpose normally expected of similar goods and, where applicable :

- correspond to the description given by the seller and possess the qualities that the seller presented to the buyer in the form of a sample or model;
- have the qualities that a buyer may legitimately expect, having regard to public statements made by the seller, the producer or his representative, particularly in advertising or labelling;

2° Or have the characteristics defined by mutual agreement between the parties or be suitable for any special use sought by the buyer, brought to the attention of the seller and accepted by the latter.

Article L211-12 of the French Consumer Code:

Any action arising from a lack of conformity shall be barred after two years from the date of delivery of the goods.

The above provisions do not deprive the purchaser of the right to bring an action resulting from redhibitory defects as set out in articles 1641 to 1649 of the Civil Code or any other action of a contractual or extra-contractual nature recognised by law.

The Mirecourt Tourist Office will proceed, at the customer's choice, to an exchange with identical products or products of equivalent quality and price depending on available stocks, or to a refund:

In the event of hidden defects in the products sold, making them unsuitable for the use for which they were intended, or reducing this use to such an extent that the customer would not have purchased them or would only have paid a lower price if he/she had known about them,

In the event of delivery of products that do not conform to the order.

In this case, any costs incurred for the return of defective or non-compliant products will be borne by OFFICE DU TOURISME.

ARTICLE 9 - DATA PROTECTION POLICY

The use of the website tourisme-mirecourt.fr to reserve or order a service requires the creation of a Customer account and the provision of information allowing the Customer to be identified.

The Customer undertakes to provide accurate and complete information and to update it if necessary and must in particular ensure the validity and correct setting of his/her e-mail address in order to receive confirmations sent by Mirecourt Tourist Office.

Data, of a personal nature or not, is collected by the Office de tourisme de Mirecourt during the use of the site, the registration of the Customer and the payment, in particular his surname and first names, contact details, and information relating to the method of payment (bank card).

This data, which is encrypted, is collected in strict compliance with the rules for the protection of personal data, and for the sole purpose of enabling the Customer to access the online reservation system by optimising its operation and efficiency, but also to comply with current legislation.

We invite you to consult the "Confidentiality Policy" page to find out about the personal data protection policy implemented by the Mirecourt Tourist Office and how to exercise your rights of access to data.

ARTICLE 10 - INTELLECTUAL PROPERTY

The catalogues, photographs, brochures and documents of any kind published on the site tourisme-mirecourt.fr or given or sent to the Mirecourt Tourist Office remain the entire property of the Mirecourt Tourist Office or its suppliers and service providers.

Any reproduction or commercial or non-commercial use of these elements is strictly forbidden without prior written authorisation.

The repeated and systematic extraction of elements, whether protected or not, from the site tourisme-mirecourt.fr causing any prejudice whatsoever to the Office de tourisme de Mirecourt or one of its service providers or suppliers is also prohibited, particularly with regard to Law No. 98-536 of 1 July 1998 on the legal protection of databases (transposition of Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996) and copyright.

ARTICLE 11 - APPLICABLE LAW - JURISDICTION

These general terms and conditions, as well as any acts resulting from them, are governed by French law.

In the event of any dispute arising in connection with these general terms and conditions or with any acts resulting therefrom, the parties shall endeavour to find an amicable solution.

In the absence of an amicable agreement, jurisdiction is expressly assigned to the courts within whose jurisdiction the head office of the Mirecourt Tourist Office is located, unless the consumer prefers to bring the matter before any other competent court.