

# General Conditions of use and sale

Last update: 16 August, 2022

The General Conditions of use and sale of the web site [www.aucœurdechandon.fr](http://www.aucœurdechandon.fr) and its subdomains (hereinafter "the Site"), owned by ROC & AROLE SARL (hereinafter « Roc & Arole ») are listed on this page.

Access, consultation and use of the Site are subject to the unconditional acceptance of the present General Conditions of use and sale. It is recommended that the user of the Site regularly checks the General Conditions of use and sale. Roc & Arole reserves the right to modify these at any time and without notice. These amendments commit the user as soon as their publication is online.

The [legal notices](#) of the Site are available at the bottom of each page of the Site.

If any of the clauses of the present General Conditions of use and sale proved to be invalid, such provision shall be deemed unwritten but would not entail the invalidity of the remaining clauses, which therefore remain fully valid.

The present General Conditions of use and sale are exclusively governed by - and interpreted according to - the laws of France. In the event of any conflict between the English and French versions of the General Conditions of use and sale, the French version shall prevail.

## **Interpretation**

Prospect: Any person subject to a commercial or communication action by Roc & Arole, or any person demonstrating his/her interest in Roc & Arole's rental and/or service offers, including any visitor or user of the Website, is defined as a Prospect of Roc & Arole.

Client: Any Prospect becomes a Client of Roc & Arole when making a booking with Roc & Arole. The person signing the rental contract with Roc & Arole agrees to be designated as the Client ultimately responsible for the payment of the sums due for the totality of the rental price.

## *I – General Conditions of use*

### **Intellectual property rights**

The Site, its general structure, as well as texts, images, photos, videos, sounds, drawings, illustrations, downloadable documents, iconographic representations, marks, logos and other elements making up the Site are the property of Roc & Arole or, where applicable, its partners. Total or partial reproduction and/or re-use of the contents of the pages of the Site is not permitted without written consent of the publication manager.

With the exception of sites distributing information and/or content having a political, religious, pornographic, xenophobic and/or illegal character, third-party sites are allowed to create a hyperlink

to the Site provided that the link opens a new window from the Internet browser with the address [www.aucoeurdechandon.fr](http://www.aucoeurdechandon.fr). The implementation of hypertext links authorizes in no way the reproduction of elements of the Site or the presentation on third party sites of elements of the Site in the form of Frame or similar systems.

### **Hyperlinks**

For information purposes only, the Site provides hyperlinks to web sites published and/or managed by third parties. Insofar as Roc & Arole exercises no control over these third party sites, Roc & Arole declines all responsibility with respect to their accessibility, their content, or the use that can be made.

### **Security and Electronic Communication (Site and Email)**

Email may be used to enable Roc & Arole to communicate with any of its Prospects or Clients. Communication by e-mail carries with it the inherent risk of inadvertent misdirection, non-delivery or alteration of the message(s). It is the responsibility of the user to carry out a virus check on any attachments received. The user accepts the risks related to the electronic use of information relating to it, and discharges Roc & Arole from all liability in this regard. If for any reason whatsoever the user does not wish to use communication by e-mail, the user should notify Roc & Arole in writing that email is not an acceptable means of communication.

Roc & Arole cannot be held responsible for any loss or damage, direct or indirect, resulting or consequential to the dissemination by a third person of viruses, worms and/or Trojan horses through the Site that could infect the system of the user, whatever the cause. It is the responsibility of the user to take all appropriate measures to protect his/her own data and/or software from contamination by any undesirable and/or harmful activities circulating on the Internet. More generally, Roc & Arole is not responsible for any malfunctioning and/or poor performance of the Site.

### **Limitation of liability**

Despite all efforts made by Roc & Arole to publish reliable and accurate content on the Site, this content can be incomplete, out of date or contain inaccuracies, typographical errors or omissions. This content may be changed or updated without notice. The photos, plans, and/or illustrations presented on the Site have no contractual value. Roc & Arole has no responsibility for any direct or indirect damage incurred from decisions taken by the user(s) inspired by the content of the Site. In no case can Roc & Arole be held responsible for any direct or indirect damage or loss, particularly of a financial or commercial nature, resulting from the use of the Site or the use of any information displayed on the Site.

### *II – Privacy policy*

The protection and respect of Prospects and Clients' personal data is a priority for Roc & Arole.

When using the Site, the user consents to the collection and use of his/her personal information as set out in the present Privacy Policy and agrees to be bound by the terms of this policy.

When the user asks for information or sends a booking request through the contact form provided on the Site, Roc & Arole collects and processes his/her personal data, such as his/her name, address, phone number, email and booking request details.

Some data is collected automatically when the user uses the Site such as the Remote host name and the IP address used to connect his/her device to the Internet, his/her browser settings and the full URL clickstream to, through, and from the Site.

The user authorizes Roc & Arole to collect personal data when he/she browses the Site, when he/she sends a booking request and when he/she provides information by phone, email or by other communication means.

Personal information collected by Roc & Arole remains confidential and is intended solely to administer and manage its relationship with its Prospects and Clients and, in particular, to answer their information or booking requests. The fields in the form marked with an asterisk must be filled out for the correct processing of any request while the other fields are only optional.

Roc & Arole will retain the personal information of its Prospects and Clients as long as is necessary for the relevant purposes described in the present Privacy Policy and as is needed to comply with its legal and contractual obligations.

The user authorizes Roc & Arole to share or disclose his/her personal information internally. Roc & Arole will not disclose, share or sell personal information to third parties, except in the following cases:

- When a third party is contracted to Roc & Arole to keep the user personal information confidential, including Internet Service Providers, banks, insurers, accounting firms and service providers who ensure the reception and/or the housekeeping of the rentals.
- When Roc & Arole is under a duty to disclose or share the user's personal data to comply with any legal requirement.
- To protect and defend the rights, property, reputation, legitimate interests or safety of Roc & Arole, its representatives, customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Once Roc & Arole receives the user's transmission, Roc & Arole makes its best effort to ensure its security on its systems. Roc & Arole uses appropriate measures to prevent and detect loss, misuse or unauthorized access, and to destroy information in a secure manner, when appropriate.

In compliance with the French Law no. 78-17 about Information Technology, Data Files and Civil Liberties of 6 January 1978 as amended by the Act of 6 August 2004, and Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation, GDPR), the user gives his/her consent for the use of his/her personal data as set out in the present Privacy Policy, and has the right to access, receive a copy, rectify, limit the use, limit the retention period, withdraw his/her consent and delete personal data that is relevant to him/her and may also oppose, for legitimate reasons, the processing of his/her personal data. To exercise this right, he/she should

provide proof of identity and send an email at [contact@au-coeur-de-chandon.fr](mailto:contact@au-coeur-de-chandon.fr) or write at Roc & Arole, Chemin du Turban – 74230 Thônes, France, and specify the subject of his/her request. All requests will be treated within a maximum of one month.

The Site is linked to third party web sites which have their own practices and privacy policies and which are subject to GDPR when interacting with EU clients. We encourage the user to learn about the practices and privacy policies of each of these web sites before providing them with any personal information. Roc & Arole does not accept any responsibility or liability for the use of these third-party web sites.

Roc & Arole has no Data Processing Officer. For additional information or for any claim related to data privacy remained unsatisfied, the user must address his/her request to the Data Processing Controller of his/her country and/or to the French Data Processing Controller, the Commission Nationale de l'Informatique et des Libertés (CNIL), whose contact details are provided below:

Adress: 3 Place de Fontenoy - TSA 80715 - 75334 Paris Cedex 07

Tel: +33 1 53 73 22 22

Fax: +33 1 53 73 22 00

Website: [www.cnil.fr](http://www.cnil.fr)

### *III – General conditions of sale*

#### **Acceptance of the General Conditions of sale**

The user agrees to the present General Conditions of sale at the time of the booking and for the booked rate; no booking is possible without this agreement.

#### **Rates**

Rental prices indicated on the Site are listed in euros and are inclusive of VAT, and include the following services:

- rentals: arrival from 4 pm onwards, departure by 10 am (Saturday to Saturday rentals preferably)
- Linen
- Towels
- Firewood

Local taxes are not included and are added to the rental prices.

Rentals are no smoking. No pets are allowed.

Roc & Arole reserves the right to modify the rental prices at any time and without notice.

#### **Booking policy**

To book via the Site, Roc & Arole provides the user with the two following possibilities:

- 1) **Booking request** – The user can send his/her booking request by using the ad hoc form on the Contact page of the Site. Roc & Arole will then confirm availability and rental price for the requested period and, if applicable, Roc & Arole will send him/her the rental contract for signature. The payment shall be made by cheque, bank transfer or credit card into Roc & Arole's bank account whose details are mentioned in the rental contract. If the user wishes to make his/her payment in another currency than the Euros (GBP, CHF and USD accepted), Roc & Arole will send him/her the current rate in the chosen currency adjusted from any commissions and bank charges.
- 2) **Immediate booking** – The user can make an immediate online reservation by using the ad hoc link on the Booking page of the Site. In this case, the user shall select the desired accommodation, dates of stay and payment method, and follow the reservation and online payment instructions provided by the platform. To complete the booking, Roc & Arole will send him/her the rental contract for signature.

Regardless of the booking mode selected by the user, bookings are secured with an immediate down-payment of 25%, by bank transfer, cheque, credit card or Paypal. The balance is due 60 days before the arrival date. Immediate payment in full is due for bookings made less than 60 days before the arrival date.

An additional (refundable) security deposit is required. This must be paid by cheque or bank transfer no later than 8 days prior the date of arrival. It will be refunded within 15 days of departure, provided that the accommodation is found in the same condition as upon arrival. The tourist tax liable to the municipality of Les Allues and fixed by deliberation is collected locally from the Client.

### **Cancellation and early termination**

Upon receipt of both the down-payment and the rental contract duly completed and signed, the accommodation is considered to be reserved for the period specified in the contract. If the balance due is not paid within the time limit, Roc & Arole reserves the right to consider the booking as cancelled and to apply corresponding penalties.

In case of cancellation on the part of the Client, the Client or one of his/her representative must contact Roc & Arole by email. The Client is deemed to be responsible for the payment of the sums due for the totality of the rental price.

The applicable cancellation penalties are as follows:

- More than 60 days before the arrival date: loss of the down-payment.
- 60 to 30 days before the arrival date: 50% of the rental amount is due.
- 30 to 15 days before the arrival date: 75% of the rental amount is due.
- Less than 15 days before the arrival date: 100% of the rental amount is due.

### **Cancellation and early termination for health reasons**

Roc & Arole or the Client may cancel or postpone the booking in the following cases:

- the prohibition of any movement, imposed by the competent French administrative authorities or by those of the Client's country of main residence, for health reasons, making access to the accommodation offered for rent by Roc & Arole, impossible, on the dates of the Client's booking;

- the official closure of the accommodation offered for rent by Roc & Arole on the dates of the Client's booking, by the competent authorities, for health reasons;

Roc & Arole or the Client shall notify the other party as soon as possible of the impossibility of performing its contractual obligations due to the present clause.

Cancellation of the booking due to the present clause shall not be subject to any charge invoiced by Roc & Arole. The sums already paid by the Client (deposit or down-payment) shall be returned by Roc & Arole within 60 days from the notification of the impossibility to perform the contractual obligations due to the present clause.

Roc & Arole cannot be held liable in the event of cancellation or postponement resulting from a case of the present clause.