

General Terms and Conditions of Sale

1. Introduction

The present general terms and conditions of sale, hereinafter referred to as "terms and conditions", are concluded between

On the one hand,

The company SARL YVES CHALEY registered under SIREN number 380 255 448

Hereafter referred to as <http://www.hotelmanasses.fr/>

And on the other hand,

The persons, private individuals or not, wishing to purchase gift vouchers via the site:

<http://www.hotelmanasses.fr/>

Hereinafter referred to as the "customer" or "customers".

2. Purpose and scope

The present general conditions aim to define the terms of sale between

<http://www.hotelmanasses.fr/> and its Customers,

They specify the general conditions for carrying out the various stages of the sale, from the placing of the order to the delivery of the products and ensure the follow-up of this order between the parties.

The present general conditions of sale govern the sale of gift vouchers found on the <http://www.hotelmanasses.fr/> merchant site. These conditions also apply to other sales methods: e-mail, postal order, telephone.

3. The Order

3.1 Placing the order :

The different ways to place an order are: <http://www.hotelmanasses.fr/> , postal mail, e-mail or telephone.

The customer undertakes to provide the following information when placing the order:

Identification of the customer: Name, first name, address, telephone number, e-mail address.

Description of the products requested

Quantities ordered

Method of payment chosen.

The order is formalised:

Signature of the customer by sending the customer payment.

This order constitutes an irrevocable commitment by the customer, except for the withdrawal period (see paragraph 8).

The products ordered will be delivered within the limits of available stocks.

3.2 The order

3.2.1 Capacity to contract :

The legal conditions for online purchases are governed by articles 1124 and 488 of the Civil Code, and the so-called HAMON law of 17 March 2014.

3.2.2 Acceptance of conditions by the customer :

The fact that the customer ticks the box "I have read and accept the general terms and conditions of sale" before validating his or her order automatically implies the customer's express acceptance of these General Terms and Conditions of Sale without restriction or reservation.

3.2.4 Refusing an order :

We reserve the right not to insure an order (e.g. unpaid, declared dispute) and we will inform you by e-mail or telephone of this situation.

3.2.5 Time limits for payment by bank transfer or cheque :

Deferred payment by cheque must be made within 15 days, otherwise the order will be cancelled.

3.2.6 Price :

Our prices are in Euros, including VAT. The VAT applicable to the products will be that in force on the day of the order.

3.3 Registration/order confirmation

Your order is final when you receive a confirmation email from us.

4. Payment of the order

4.1 Method of payment of the order

The various means of payment available to you are :

- By cheque

In the event of a delay in payment (refusal to cash a cheque, etc.), it is up to the customer to pay by any other appropriate means, failing which the order will be cancelled.

4.2 Transfer of ownership of the products ordered :

The customer shall be the owner of the goods ordered from the date of full payment of the order.

5. Delivery of the order

5.1 Delivery time :

Gift vouchers can be printed directly from the website <http://www.hotelmanasses.fr/> and are therefore not subject to any delivery conditions.

6. Force majeure

Cases of force majeure, such as strikes or natural disasters, may hinder the proper execution of an order and would automatically suspend its execution after a certain period of time. These cases are in addition to those usually considered in French jurisprudence.

7. Complaint for non-conformity

The customer may file a complaint within a maximum of 15 days after receipt of the goods in case of :

- Non-conformity of the product with the order
- An error on the product sent.

8. Right of withdrawal

HAMON Law of 14 March 2014: The customer has a withdrawal period of 14 working days from the day on which the distance contract is concluded, of which we have acknowledged receipt by email, including information on our general sales conditions and the contractual conditions of withdrawal. These conditions are excluded in the case of the sale of perishable goods.

To download the withdrawal form, [click here](#).

9. Guarantees

Article 1641 and following of the Civil Code: guarantee against hidden defects.

10. Electronic signature - Data protection -

The electronic signature is materialized by the validation click.

In accordance with article 34 of the French law "informatique et libertés" of 6 January 1978, the automatic processing of information, including the management of the e-mail addresses of the users of the site, has been declared to the CNIL.

11. Intellectual property

We have the intellectual property of our site at the level of its presentation, of its contents including the images.

The partial or total reproduction of the site is strictly forbidden.

12. Differences and French laws

If there is a dispute and no amicable agreement, the competent court will be that of DIJON and French law will be applied systematically..

13. Duration and application

These general terms and conditions of sale apply to all the products we sell on our website <http://www.hotelmanasses.fr/> and this for a period of one year renewable by tacit agreement.