

Terms and Conditions

Please read these terms carefully before using Méribel Réservation Services. By using Méribel Réservation Services, you agree to be bound by these terms and conditions.

EPIC MERIBEL TOURISME is a public commercial/industrial institution, registered with the Register of Commerce and Companies under the Siret number 499 818 201 00018 APE 7990 Z (Guarantor: Groupama Credit Insurance, 8-10 rue d'Astorg 75008 Paris. Professional liability insurance MMA IARD 106466148, guarantee amount: 10 000 000 €), registered with the Register of Travel and Accommodation Operators under the number IM073160022).

EPIC MERIBEL TOURISME makes available on its website www.meribel.net (hereinafter called the "Site") a "Market Place" called "Méribel Réservation" (hereinafter called "Méribel Réservation") enabling customers, Tourist offices, companies, works councils or individuals acting in their personal capacity (hereinafter called the "Member(s)"), to be put in contact with professional sellers or private individuals renting accommodation who have opened an account with the Site (hereinafter called the "Seller(s)") for the purpose of purchasing products and/or services (hereinafter called the "Product(s) and Service(s)") at a fixed price. Within the framework of "Méribel Réservation", EPIC MERIBEL TOURISME will operate as a simple intermediary linking Sellers and Members.

ARTICLE 1 - "MERIBEL RESERVATION" GENERAL CONDITIONS OF USE

The present conditions of use apply to any order of a Product or Service made by a Member with a Seller on Méribel Réservation.

The applicable conditions of use are those in force on the day of the placing of the order by the Member.

The placing of any order via Méribel Reservation is subject to the full acceptance of the present conditions of use.

ARTICLE 2 - ORDERS

Members may order the Products or Services offered by Méribel Reservation providing the offers are visible on the Site.

Information about the offers is provided by the Sellers, the latter being solely responsible for the completeness of the description provided and for the conformity of the Service or the Product proposed with the said description.

The price of each Product or Service excluding delivery charges is indicated on the offer line corresponding to the selected Seller.

Any delivery charges due are added to the price of the Product before final confirmation by the Member and are determined by the Seller.

A fee for management of the Site may also be charged to the Members by EPIC MERIBEL TOURISME, amounting to 1% of the price of the order.

This billing does not have the effect of creating a contractual link between EPIC MERIBEL TOURISME and the Members.

By clicking on the "Accept Terms of Sale" icon during the ordering process, and after having verified the contents of the order and, if necessary, after having modified it, the Member declares he accepts fully and without reservation the whole of the present conditions of use of the Site as well as the general conditions of sale of the Seller.

After again confirming the contents of the order (double click), the Member will validate his order definitively by his payment.

Depending on the type of services, the order will only be valid after:

- payment of a deposit;
- payment of the entire main price and any accessories
- communication of bank details.

Members can make their payments by bank card on a secure payment platform. An email will be sent to the Member confirming his payment.

The payment of orders placed via Méribel Reservation is made directly to the Seller, EPIC MERIBEL TOURISME does not bank any sum on behalf of the latter.

Any order from a Member who has not fully paid for a previous order, or with whom a payment dispute is underway, may be refused.

EPIC MERIBEL TOURISME will confirm the order and its details with each Member by e-mail.

In the event of payment of an order, the account will be debited by the amount of the Product(s) and/or Service(s) upon receipt of the email confirming their payment.

The Seller is solely held responsible in the case of unavailability of the Product or Service.

In order to finalize and guarantee the Member's reservation, the Member must use a valid e-mail address. EPIC MERIBEL TOURISME excludes all liability (and is not obliged to verify) in the event of transmission of an invalid or incorrect e-mail address, telephone number, or credit card details.

ARTICLE 3 - SHIPPING AND DELIVERY

The delivery schedule for the products offered by the Sellers is calculated in working days and communicated by the Sellers.

The schedule indicated corresponds to the processing, preparation and dispatch times of the order, as well as to the delivery times of the carrier used by the Seller. They start as soon as the availability of the Product or Service ordered is confirmed.

The Products are delivered to the delivery address agreed by the Seller in the order process.

The delivery costs are fixed by the Seller for each of his Products.

ARTICLE 4 – COOLING-OFF PERIOD

Under the conditions in Articles L.221-18 et seq. of the Consumer Code, the Member has a 14-day cooling-off period. In the case of a service, this period runs from the conclusion of the order, or in the case of a sale of a product, this period runs from receipt of the goods by the consumer or a third party (other than the carrier) designated by him.

If the Member wishes to exercise his cooling-off rights, he must contact the Seller directly and exercise this right in accordance with the conditions set out in the Seller's general terms and conditions, which he formally accepted at the time of the order.

The Seller shall reimburse all amounts paid, including delivery charges, by recrediting the Member's bank account as soon as possible and at the latest within a period of 14 days following the date on which he has been informed of the Member's decision to cancel. For the sale of a Product, and unless he proposes to recover the goods himself, the Seller may defer repayment until recovery of the goods or until the Member has provided proof of sending of the goods, the date being taken as the first of these events.

However, according to Article L. 221-28 of the Consumer Code, the cooling-off period does not apply to:

- provision of accommodation services other than residential accommodation, transportation of goods, catering or recreational activities to be provided at a specified time or date;
- contracts for the supply of services fully performed before the end of the cooling-off period, which began after the express, prior agreement of the Member and the withdrawal of his cooling-off period rights;
- contracts for the supply of goods made according to the Member's specifications or clearly personalized;
- contracts for the supply of goods liable to deteriorate or to expire quickly.

ARTICLE 5 - AMENDMENT AND CANCELLATION BY THE MEMBER

EPIC MERIBEL TOURISME is relieved of any obligation to process Members' requests for cancellation or modifications.

In both cases, the Member shall address his request for cancellation and/or modification directly to the Seller.

A request to cancel or modify an order must be carried out according to the Seller's General Conditions of Sale that the Member formally accepted at the time of the order by clicking on the hypertext link provided for this purpose.

The management fee charged at the time of booking will not be refunded in either case.

ARTICLE 6 – MEMBERS' ACCOUNTS

Members are responsible for maintaining the confidentiality of their account and password and for access restrictions to their computer.

The Member is also responsible for the validity of all the information provided.

Any use of the Site which is fraudulent or which is deemed fraudulent, which contravenes these Terms and Conditions of the Site, will justify the refusal to the Members, at any moment, access to the services proposed by the Sellers or other features of the Site.

ARTICLE 7 – THE ROLE OF MERIBEL RESERVATION

EPIC MERIBEL TOURISME acts on Méribel Réservation as a simple broker linking Sellers and Members.

It is not a trader of the Services and Products offered by the Sellers.

As such, and in application of Law No. 2004-575 of 21 June 2004 for Confidence in the Digital Economy (LCEN), EPIC MERIBEL TOURISME can not be held liable for the contents made available on the site by the Sellers or the Members, unless EPIC MERIBEL TOURISME does not promptly render them inaccessible after their illegality has been notified to it under the conditions set out in the LCEN.

Furthermore, since the sale of Products and Services via Méribel Réservation takes place between the Seller and the Member, EPIC MERIBEL TOURISME can not be held liable for the sale (for example in the case of cancellation or poor performance of the service etc.)

Therefore, any claim must be addressed by the Member to the Seller.

The Seller is solely responsible for complaints and after-sales service related to the Products and Services that he sells via Méribel Réservation.

ARTICLE 8 - PERSONAL DATA

EPIC MERIBEL TOURISME is responsible for the processing of Members' personal data.

The personal information communicated by the Member, in the context of his orders, is intended for EPIC MERIBEL TOURISME and is used for the processing and follow-up of orders.

This information is encrypted to prevent it from being read when it is transmitted over the Internet, using encryption software.

Data concerning Members may be transmitted to EPIC MERIBEL TOURISME providers for the purpose of processing orders. In this respect, EPIC MERIBEL TOURISME has taken the necessary steps to provide a legal framework for this transfer of data, in particular by completing the appropriate formalities with the CNIL.

In accordance with Article 32 of the Law of 6 January 1978 (Law on Information Technology and Freedom), amended by Law 2004-801 of 6 August 2004, the information required to process or execute orders is indicated by an asterisk on the pages of the site.

Furthermore, in accordance with the provisions of the Act of 6 January 1978, a Member shall at all times have a right of access, opposition, rectification and deletion of personal data relating to him, which he may exercise by written letter including ID to: EPIC MERIBEL TOURISME, Méribel - 73550 LES ALLUES, France.

ARTICLE 9 – INVALIDITY

Should any of the provisions of these Terms of Use be deemed illegal or unenforceable by a court decision, the remaining provisions will remain in effect.

ARTICLE 10 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

These Terms and Conditions of Use are governed by French law.

Any dispute relating thereto shall be submitted to the French courts.

The French language version of these Terms and Conditions shall be used in any dispute.