

## **GENERAL TERMS AND CONDITIONS OF SALE FOR THE SAINT-ÉTIENNE CITY CARD**

The present General Terms and Conditions of Sale (hereinafter referred to as the "General Terms") are valid from August 1, 2024.

### **ARTICLE 1 - DEFINITION AND SCOPE**

#### 1.1 - Definitions

- "Client" or "You": Any person using the reservation services of Saint-Étienne Tourism and Congress to purchase one or more services.
- "Sales and Reservation Center": Means provided to reserve, order, and/or purchase services offered by Saint-Étienne Tourism and Congress.
- "Service": Any service (accommodation, dining, leisure, etc.) offered by Saint-Étienne Tourism and Congress.
- "Partner": Service provider who has entrusted the commercialization to Saint-Étienne Tourism and Congress.

#### 1.2 - Scope

These General Terms apply to any order placed with Saint-Étienne Tourism and Congress for the Saint-Étienne City Card product. By confirming the order, the Client accepts these General Terms as well as the Specific and Partner Terms.

### **ARTICLE 2 - ORGANIZER**

Saint-Étienne Tourism and Congress.

Address: 16 Avenue de la Libération – 42 000 Saint-Étienne

Tel: +33 (0)4 77 49 39 00

Email: [information@saint-etiennetourisme.com](mailto:information@saint-etiennetourisme.com)

Website: <https://www.saint-etienne-hors-cadre.fr/>

Legal form: EPIC

SIRET: 495 315 426 00017

### **ARTICLE 3 - FORMATION OF THE CONTRACT**

The order of services is reserved for Clients who have read and accepted these General Terms. The contract is formed after the order confirmation by Saint-Étienne Tourism and Congress.

#### **ARTICLE 4 - ORDERING PROCEDURES**

- **On the website:** The Client follows the online ordering steps, accepts the terms, and proceeds to secure payment.

- **By phone or at a sales point:** An agent assists the Client in placing the order, provides the necessary information, and records the Client's data.

#### **ARTICLE 5 - ORDER CANCELLATION AND MODIFICATION**

5.1 - By the Client: Services are neither cancelable, refundable, nor modifiable, unless otherwise stated.

5.2 - By Saint-Étienne Tourism and Congress or a Partner: In case of modification or cancellation by Saint-Étienne Tourism and Congress, the Client may accept the modification or request a refund of the amounts paid.

#### **ARTICLE 6 - PRICES AND PAYMENT METHODS**

Prices are indicated in Euros, including all taxes. Payment is made by credit card, check, cash, or transfer according to the modalities specified at the time and place of the order. Delivery fees or subscribed options are added to the total amount of the order.

#### **ARTICLE 7 - LIABILITY**

Saint-Étienne Tourism and Congress is responsible for the proper execution of the ordered services. However, liability may be limited in case of fault by the Client, a third-party provider, or force majeure.

#### **ARTICLE 8 - PERSONAL DATA PROTECTION**

Personal data collected as part of the orders is processed in accordance with the data protection policy of Saint-Étienne Tourism and Congress. Clients have the right to access, rectify, and delete their data. For any request: [donneespersonnelles@saint-etiennetourisme.com](mailto:donneespersonnelles@saint-etiennetourisme.com) .

## **ARTICLE 9 - APPLICABLE LAW AND JURISDICTION**

These General Terms are subject to French law. Any claim relating to a service must be addressed to Saint-Étienne Tourism and Congress by email: [information@saint-etienne-tourisme.com](mailto:information@saint-etienne-tourisme.com) or by registered letter with acknowledgment of receipt within 7 days from the end of the provided service.

After contacting our Sales Department and in the absence of a satisfactory response from the Sales Department within 60 days or if the response received is not satisfactory, the client may refer to the Tourism and Travel Mediator ([www.mtv.travel](http://www.mtv.travel)).

If the sale is made online, the client can use the platform available on the site <https://webgate.ec.europa.eu/odr> to resolve their dispute.

Any dispute that cannot be resolved amicably will fall exclusively under the jurisdiction of the TGI of Saint-Étienne for a legal entity, and in the case of a natural person, jurisdiction is attributed to the competent court in accordance with article L141-5 of the Consumer French Code.