



HAMEAU
ALBERT
1er

Hôtel 5*, restaurants, spa à Chamonix-Mont-Blanc

General Terms and conditions for gift vouchers

Definitions

The following defined terms will have the following meanings in these General Conditions of Sale:

Gift voucher : means the document containing the offer, place, validation number, validity date and the description, entitling one to take advantage of an offer in an establishment.

The gift voucher can be delivered digitally or by post.

For the digital version, only one e-mail will grant permission to print the gift voucher.

In the case of delivery by post, it will include:

- A gift voucher with the description of the offered service (also present on the website).
- A gift box in which the gift voucher is presented.

The gift packages are categorized into various themes, such as 'Gastronomy', 'Hotel Stay', 'Relaxation'...etc.

Le Hameau Albert 1er reserves the right to update the list of available gift packages on sale or stop their diffusion at its own discretion and at any given moment.

Establishment : means the company issuing the gift voucher that assumes responsibility for payments, invoicing, delivery tracking, compliance of the services and all obligations relating to the offer.

Recipient : means the person for whom the gift voucher is intended.

Client : means the person who is purchasing a gift package, it being understood that the client may or may not be the beneficiary of the service, depending on whether the gift package is intended for personal use or for another recipient.

Parties : means the client and/or Le Hameau Albert 1er

Website : means the website, <http://hameaualbert.fr>



Personal data : means all the information on the Internet that enables the direct or indirect identification of a physical person (surname, first name, e-mail address).

Cookies: means small files sent to the hard disk of the user's computer in order to facilitate their navigation on the website and to subsequently propose pages that correspond to them should they return to the website.

General Conditions of Sale

Online gift vouchers are produced by Le Hameau Albert 1er, under the URL:
<http://www.hameaualbert.fr/fr/coffrets-cadeaux>

The Hameau Albert 1er has a status of SAS with a capital of 6 000 000 €uros, and is registered to 38 Route du Bouchet 74400 Chamonix-Mont-Blanc, under the Siret number 40364681300028.

We invite you to read carefully the entirety of these General Conditions of Sale which define the terms and conditions in which the Hamlet Albert 1er sells its gift vouchers.

These General Terms and Conditions of Sale are valid from 1st January 2017.

Every client declares to have the legal capacity in accordance with article 1124 of the Civil Code to contract and use the website in accordance with the General Conditions of Sale and the use of the website.

ARTICLE 1: PROCESS OF PLACING ORDERS AND CONTRACT FORMATION

You can place your orders for gift packages directly:

- by internet on the website: <http://www.hameaualbert.fr/fr/coffrets-cadeaux>
- by telephone: +33 (0)4.50.53.05.09
- at the premises

ARTICLE 2: CONDITIONS OF USE FOR GIFT VOUCHERS AND RESPONSIBILITY

2.1: Only presentation of the original gift voucher received by post or printed via e-mail provides entitlement to a service. This voucher must be presented by the recipient at the establishment's reception desk.

2.2: The gift voucher permits the right to services proposed by Le Hameau Albert 1er as indicated on the website, either by means of an online reservation or directly with the establishment.

2.3: The photographs presented in the gift voucher are non-contractual. Reproduction of any sort is strictly prohibited.

2.4: In the case of non-usage within the validity period, loss, theft or destruction of the gift voucher, the recipient will not be entitled to a reimbursement nor compensation of any kind. However, if the recipient cannot use their gift voucher within the validity period, we would ask them to contact the establishment directly.

2.5: Le Hameau Albert 1er declares that it holds professional indemnity insurance for sufficient amounts for the provision of services and possesses all the authorisations and diplomas that enable it to carry out its activities on a regular basis and in accordance with the applicable legal and regulatory requirements.

However, the gift voucher recipient is requested to verify that they have sufficient insurance cover, particularly for the practice of certain "at risk" sports activities. The recipient is reminded that the provision of services in safe conditions does not exempt them from observing the basic rules of



caution for sports activities, especially those considered "at risk". The recipient accepts the risks accordingly.

ARTICLE 3: COST AND PAYMENT CONDITIONS

Article 3.1: Cost

The prices of the gift packages, shown on the website, are those in effect on the day of purchase.

The gift packages are outside the scope of VAT.

The shipping costs, as defined in Article 5.3, charged for the delivery of Le Hameau Albert 1er gift boxes are not included in the price, unless express mention is made by the Hameau Albert 1er. These costs are therefore invoiced in addition and indicated before the final validation of your order.

Shipping costs are subject to VAT at the rate of 20.00%.

Article 3.2: Payment conditions

Payment of the order can be made by credit card, according to the following terms:

- By credit card according to the cards indicated on the payment method page. (Carte Bleue, Visa, Eurocard / Mastercard.): By directly indicating the card number, the validity date and the security code on the back of the card. The total amount of the order will be debited from the credit card on the day the order is placed. Le Hameau Albert 1er reserves the right to suspend all processing of the order in case of refusal of authorisation of payment from your bank. The website allows you to transmit your bank details in a confidential and secure way, when you place your order (secure entry by SSL encryption).

ARTICLE 4: RIGHTS OF RETRACTION

When purchasing a gift voucher, according to the terms of article L.121-20 of the Consumer Code, you have a 7-day free period to exercise your right of withdrawal without having to justify reasons, nor to pay penalties, except for the costs of return. The return costs will remain at your expense. Only gifts returned on time can be refunded. Gift boxes must be returned to the following address:

Hameau Albert 1er / 38, Route du Bouchet / 74400 Chamonix-Mont-Blanc

Any return made in accordance with the conditions of this article will give rise to a refund of the total amount paid no later than thirty days from receipt of the gift voucher.

ARTICLE 5: DELIVERY

Article 5.1: Delivery destination

Le Hameau Albert 1er sends its gift vouchers only within EUROPE.

The gift vouchers will be delivered to the address indicated when placing your order. Le Hameau Albert 1er cannot be held liable under any circumstance for your absence at the time of delivery or in the event of a typing error made when the order is placed.

Article 5.2: Mode of delivery and delivery time

Delivery will be carried out by LA POSTE within a maximum of 7 days from the date the order is placed by the client.

Article 5.3: Postage

Shipping costs are fixed and are invoiced in addition to the price of the vouchers in the following way: For standard delivery mode, recorded:

- Order of a Gift Box (FRANCE): 5.50 € TTC
- Order of a Gift Box (Other European Countries): 12.50 € TTC



ARTICLE 6: VALIDITY DURATION OF GIFT VOUCHERS

Gift vouchers have a limited duration of use indicated on the voucher.

ARTICLE 7: CUSTOMER SERVICE – CLAIMS

Any other requests for information and details should be addressed to Le Hameau Albert 1er

- either by telephone at +33.(0)4.50.53.05.09.

- or via our website <http://hameaualbert.fr> by referring to the "Contact" section,

- or by post, to the following address Hameau Albert 1er / 38, Route du Bouchet / 74400 Chamonix-Mont-Blanc

ARTICLE 8: INTEGRITY OF THE CONTRACT - AMENDMENT OF THE CONTRACT

The fact that Le Hameau Albert 1er does not, at any given time, prevail itself to one of the clauses of these General Conditions of Sale does not imply that it wishes to waive the right to prevail at another time against any one of the said conditions.

In the event that one of these terms be declared invalid or deemed unwritten, the validity of the other terms of the General Sales Conditions will not be called into question.

Any amendment, termination or abandonment of any of the clauses of the General Conditions of Sale will be valid only after express agreement validated between the Parties.

ARTICLE 9: INTELLECTUAL PROPERTY RIGHTS

The establishments brand name all figurative or non-figurative brands, illustrations, images and logos appearing on gift vouchers, their accessories and packaging, whether registered or not, are and shall remain, the exclusive property of the establishment.

Any reproduction, modification or use of these brands, illustrations, images and logos, for any reason or on any publication without express prior consent of the establishment, is strictly prohibited and will be subject to an appeal by the latter.

The same shall apply to any combination or conjunction with any other brand, symbol, logo and more generally any distinctive sign intended to form a composite logo. The same applies to any copyright, design, model and patent that are the property of the establishment.

ARTICLE 10: CONFIDENTIALITY OF PERSONAL DATA

The information requested from the client is required to process the order. In the event that the client consents to the disclosure of personal data of a personal nature, he / she has an individual right to access, withdraw and rectify such data under the conditions laid down by Law No 78-17 of 6 January 1978 relating to data processing, files and freedoms.

ARTICLE 11: APPLICABLE LAW

The law governing these General Conditions of Sale and the contract created for the order of a gift voucher is French law for all disputes relating, in particular, to their validity, interpretation, implementation or cancellation.

ARTICLE 12: COMPETENT JURISDICTION (SETTLEMENT OF DISPUTES)

The court of jurisdiction in the event of a dispute shall be that of the home place of the defendant or, upon request by the plaintiff, the actual delivery place of the gift voucher.

