

GENERAL TERMS AND CONDITIONS OF SALE OF THE RESERVATION CENTRE OF THE TOURIST OFFICE OF THE VALLEY OF MUNSTER

Article 1 - The Munster Valley Tourist Office, within the framework of the law N°2009-888 of 22 July 2009 concerning the development and modernisation of tourist services, can ensure the reservation and sale of all types of services, leisure activities and reception for its members in its area of intervention. SIRET number: 77895535100029 | Registration number of the Munster Valley Tourist Office in the register of travel and holiday operators with Atout France: IM068120019.

Article 2 - Responsibility :

The Munster Valley Tourist Office, which offers services to a client, is the sole interlocutor of this client and is responsible to him for the execution of the obligations arising from the present conditions of sale. The Munster Valley Tourist Office cannot be held responsible for fortuitous events, cases of force majeure or the actions of any person not involved in the organisation and running of the service.

Article 3 - Booking and payment :

Reservation

The reservation becomes firm when the deposit of 30% of the total price of the stay and a copy of the contract signed by the client have been returned to the Munster Valley Tourist Office before the deadline indicated on the contract.

Payment of the balance

The client formally undertakes to pay the Munster Valley Tourist Office at the latest 30 days before the beginning of their stay the balance due.

Any client who has not paid the balance by the date stipulated in the contract is considered to have cancelled their stay, the accommodation will be put back on sale and no refund of the sums paid will be made.

Article 4 - Late booking

In the event of a late booking less than 30 days before the start of the service, full payment will be required.

Article 5 - Arrival :

For weekly rentals, arrivals are generally on Saturday from 4pm and departures on the following Saturday before 10am.

The client must arrive on the day and at the time indicated on the booking contract if no time is indicated on the contract. The client must contact the service provider whose telephone number and e-mail address are given on the booking contract to agree on an arrival time. In the event of late arrival or last minute impediment, the client must inform the service provider.

Article 6 - Cancellation by the customer :

Any cancellation by the client must be notified in writing, by e-mail or by post with acknowledgement of receipt to the Munster Valley Tourist Office.

If you have cancellation insurance: please refer to the attached insurance form.

If you do not have cancellation insurance, the date of cancellation recorded will determine the amount of the fees withheld as follows:

- Cancellation more than 30 days before the stay: the deposit of 30% of the amount of the stay and the booking fee are retained.
- cancellation less than 30 days before the stay: no refund will be made.

Article 7 - Cancellation by the tourist office :

If the Tourist Office cancels the service before the start of the event, it must inform the client by registered letter with acknowledgement of receipt. The client shall be reimbursed immediately and without penalty for the sums paid, except when the cancellation is imposed by circumstances of force majeure or by the safety of the participants. These provisions do not apply when an amicable agreement has been reached for the client to accept a substitute service offered by the Tourist Office.

Article 8 - Specific cancellation conditions due to the Covid 19 :

In case of cancellation due to governmental measures: confinement or restriction of movement taken to fight against the epidemic crisis Covid-19 which would prevent the realization of the booking contract, the Tourist Office cannot be held responsible and the customer will be fully refunded the amount previously paid to the Tourist Office except for the booking fees and the amount of the cancellation insurance in the case of its subscription by the customer. If you are positive for covid or contact case, if you have not taken out multi-risk snow or sun insurance, our usual cancellation conditions apply, i.e. in the event of cancellation more than 30 days before arrival, the deposit and the booking fee will be retained as a forfeit; for any cancellation less than 30 days before arrival, the total amount paid will be retained and the balance will be demanded.

Article 9 - Non-presentation of the client or interruption of the service by the client :

If the client does not show up within 24 hours of the arrival date indicated on the booking contract, the present contract becomes null and void and the Munster Valley Tourist Office may dispose of the accommodation.

In the event of interruption of the service by the client, no reimbursement will be made unless the reason for the interruption is covered by the cancellation insurance from which the client benefits.

Article 10 - Modification by the tourist office of a substantial element of the contract

When, before the planned date of commencement of the service, the Munster Valley Tourist Office is obliged to make a change to one of the essential elements of the contract, the purchaser may, after having been informed by the vendor, by registered letter with acknowledgement of receipt :

- or terminate the contract and obtain an immediate refund of the sums paid, without penalties.
- or accept the modification or substitution of service locations proposed by the Tourist Office: an amendment to the contract specifying the modifications made is then signed by the parties.

Any reduction in price shall be deducted from any sums still owed by the client and, if the payment already made by the latter exceeds the price of the modified service, the excess shall be returned to the client.

Article 11 - Failure of the tourist office to provide the services provided for in the contract during the course of the service :

When, during the course of the service, the Munster Valley Tourist Office finds itself unable to provide a major part of the services provided for in the contract, representing a significant percentage of the price paid by the purchaser, the Munster Valley Tourist Office, without prejudice to any recourse for compensation for any damage suffered, will offer a service to replace the service provided. If the service accepted by the client is of inferior quality, the Tourist Office will reimburse the difference in price. If the Tourist Office is unable to offer a replacement service or if the client refuses it for valid reasons, the initial service will be reimbursed to the client for the sums previously paid.

Article 12 - Transfer of the reservation contract :

The contract concluded between the parties may under no circumstances benefit, even partially, third parties, natural or legal persons, except with the written agreement of the Tourist Office of the Valley of Munster.

Article 13 - Transport :

Transport is not included in the sale price and is therefore charged to the customer.

Article 14 - Capacity :

The contract is drawn up for a maximum capacity of persons. If the number of participants exceeds the capacity, the service provider may refuse additional clients. In this case, the price of the service will be retained by the Munster Valley Tourist Office.

Article 15 - Price of services :

Furnished accommodation: Prices are calculated per unit.

These prices do not include all services not mentioned on the booking contract. The costs to be paid directly to the owners are written in the booking letter.

In hotels and guest houses:

For booking contracts that only include accommodation services, the prices are set as follows.

For breakfast, half board, full board: per person
 For rooms: per room. When a client occupies a room designed for two people, he/she will be charged a supplement called "single room supplement" or "single supplement". This varies according to the establishment.

Unless otherwise stated, prices do not include: transport, drinks, personal expenses, cancellation and repatriation assistance insurance and civil liability.

For all services other than accommodation: prices are generally calculated per person.

Article 16 - Condition of the premises in furnished accommodation :

An inventory is drawn up between the tenant and the owner or his representative on arrival and departure. This inventory is the only reference in the event of a dispute concerning the inventory of fixtures. The state of cleanliness of the property must also be mentioned in the inventory. The cleaning of the premises is the responsibility of the tenant during the rental period and on departure. However, the tenant can be exempted from cleaning by subscribing to the cleaning option offered by some owners. Depending on the type of accommodation, this may be included in the price of the stay or may be an additional charge to be paid directly to the owner.

Article 17 - Furnished deposit

On the arrival of the tenant, the owner may ask for a security deposit, the amount of which is indicated on the booking letter. After the joint inventory of fixtures on departure, this deposit is returned by the owner within a period not exceeding one week, minus the cost of restoring the premises if any damage is found.

In the event of early departure (before the time agreed with the owner) preventing the inventory of fixtures from being drawn up on the day of the client's departure, the deposit is returned by the owner within a period not exceeding one week, less the cost of restoring the premises if any damage is found.

Article 18 - Animals :

The booking letter shall specify whether or not the client may stay with a pet and, if so, whether or not there is a surcharge for taking in a pet. In the event of non-compliance with this clause by the client, the owner may refuse the animals. The client may not bring an animal into the rented premises without the agreement of the owner or manager of the premises.

pourra emmener un animal dans les locaux loués sans l'accord du propriétaire ou du gérant du lieu.

Article 19 - Payment of charges for furnished

At the end of the stay, the client must pay the owner of the accommodation any charges not included in the price of the stay (e.g. cleaning, bed linen, tourist tax).accommodation

Article 20 - Tourist tax rates

For unclassified accommodation or accommodation awaiting classification (tourist hotels, furnished tourist accommodation, tourist residences, holiday villages) excluding outdoor accommodation, the variable rate corresponds to 5% per person of the night's stay, with a ceiling of 1.64 €. It is then increased by 10% corresponding to the additional tax for the benefit of the Haut-Rhin department.

For classified accommodation The rates are fixed in euros, per day and per person liable for tax, according to the category and classification (in stars) of the accommodation. For classified accommodation (in stars), guest rooms, camping-cars areas, camping and caravanning sites and marinas, the rates are fixed:

Hotels, tourist residences, furnished tourist accommodation		Campsites	
Tourist classification	Tarifs	Tourist classification	Tarifs
Palaces	3€	5*, 4*, 3*	0,60€
5*	2€	2*, 1*, non classés	0,22€
4*	1,50€		
3*	1,10€		
2* et 1*	0,80€		
Holiday resorts		One-off rates	
Tourist classification	Tarifs	Nature accommodation	Tarifs
5*, 4*	0,80€	Bed and Breakfast	0,80€
3*, 2*, 1*	0,80€	Camper van areas	0,60€
		Marinas	0,22€

Exemption conditions

The following are exempt from the tax, according to article L.2333-31 of the CGCT

Minors, holders of a seasonal work contract employed in the community,

persons in emergency accommodation or temporary rehousing, persons occupying premises where the rent is less than €1 per night regardless of the number of occupants.

Article 21 - Application fees :

The application fee is 12 euros for one or more weeks and 7 euros for a short stay or a weekend.

Article 22 - Customer insurance :

Cancellation insurance :

The Tourist Office of the Valley of Munster proposes to the customer the subscription of a cancellation insurance contract which is optional.

The client is responsible for any damage caused by him/her. He is invited to take out a civil liability insurance policy and/or to check that his civil liability insurance covers any damage.

Article 23 - RGPD personal data

Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, otherwise known as the General Data Protection Regulation or GDPR, as well as Law No. 2018-493 of 20 June 2018 on the protection of personal data, set the legal framework applicable to the processing of personal data.

The client is informed that the collection of his/her personal data is necessary for the execution of the mission entrusted to the Munster Valley Tourist Office and are collected solely to process the request or ensure the execution of the service defined in the contract.

In accordance with the French Data Protection Act of 6 January 1978, the client has the right to access, rectify and oppose any personal data concerning him/her. To make use of this right, he/she just has to send a request by e-mail indicating his/her name, first name and address to contact@vallee-munster.eu

Article 24 - Disputes :

Any complaint relating to the service must be submitted to the Munster Valley Tourist Office within 3 days of entering the premises. In the absence of an amicable agreement, the competent jurisdiction is that of the Commercial Court of Colmar.

Special conditions:

Any service provider has the right to refuse or interrupt a service if the client breaks the law.

The Munster Valley Tourist Office cannot be held responsible for any error or omission which, despite checks and verifications, may have slipped into the document and which could only be involuntary.

Special conditions of sale of the Munster Valley Tourist Office for activities

Article 1: Booking and payment

The booking is made for a certain number of people specified on the voucher. If the number of participants exceeds the number initially planned, the service provider may refuse additional clients. In this case, the price of the service remains payable to Munster Valley Tourist Office.

Reservations can be made at the Tourist Office up to 48 hours before the chosen activity. Reservations and payment will only be made at the Munster Valley Tourist Office . Payment for activities is possible by cheque, credit card or cash. Reservations and payments can also be made online on our reservation website: reservation.vallee-munster.eu

A reservation is only validated once the service has been paid for.

Article 2: Prices

The prices of the services are calculated per person and include the organisation and supervision by guides, as well as the provision of equipment for certain activities. In this case, the equipment is specified on the voucher for the booked outing.

Transport is not included in the price and is therefore the responsibility of the client.

Article 3: Arrival

The client must arrive on the day specified, at the times and places notified at the time of registration with the equipment specified on their voucher. In the event of impossibility, late arrival or last minute impediment, the client undertakes to inform Munster Valley Tourist Office.

Article 4: Non-presentation of the client or interruption of the service by the client or the service provider

In the event that the client does not show up or interrupts the service, no refund will be made.

Any service provider is entitled to refuse or interrupt a service if the customer is in breach of the law, no refund will be made.

Article 5: Cancellation by the client

All cancellations must be made to Munster Valley Tourist Office.. The service provider is not entitled to accept a cancellation requested directly by the client.

If the cancellation is made 15 days before departure, 30% of the sum is due by the client, 8 days before 50% and 48 hours before 100% of the sum due.

Article 6: Failure by the Tourist Office to provide the services provided for in the contract

For all activities a minimum number of participants is required. If the tourist office cancels the outing due to an insufficient number of participants, the amount paid will be fully refunded. The cancellation will be announced to each participant 48 hours before the outing.

For snowshoe outings, if the weather conditions on the day of the outing are dangerous or if there is not enough snow, the outing will be replaced by a walk

Article 7: Cancellation by the client

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Article 8: Failure by the Tourist Office to provide the services provided for in the contract

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Article 9: Insurance

Your guide has taken out professional liability insurance. Each participant must be personally covered by an accident liability insurance.

Any outing in the field, and in the mountains in particular, presents a risk, however slight. Therefore, please pay attention to the recommendations. Your guide and OTVM Munster Valley Tourist Office. cannot be held responsible for the consequences of any carelessness on the part of one or more members of the group, against the advice and recommendations of your guide.
