

General Terms and Conditions of Sale for Biarritz Tourisme: Biarritz Tourisme,
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1- Responsibility

Biarritz Tourisme offers services to its clients and is the unique interface between this client and the service provider and is the sole point of contact for all bookings and their subsequent implementation, in compliance with the general terms and conditions of sale.

Biarritz Tourisme cannot be held responsible for the non or partial implementation of any services booked or the non or partial compliance of any obligations stipulated in the current general terms and conditions of sale, in the event of chance or unpredicted circumstances or any “force majeure”, of improper implementation or error on the part of the client, of unforeseeable and unavoidable circumstances caused by any third party in the provision of these services.

2- Booking

The current General Terms and Conditions of sale apply to all bookings made by the client with the central office via:

- Internet <http://tourisme.biarriz.fr>
- The Biarritz Tourisme Booking Team
 - Within France: 05 59 22 37 10
 - From abroad: +33 5 59 22 37 10
- Our approved sales outlets

All bookings are confirmed and definitive (cancellations are possible: please refer to the conditions in paragraph 5 below).

We strongly recommend that you contact your Hotel directly to confirm your time of arrival. Without such confirmation from the client, the reservation will not be held after 6pm.

NOTE: certain hotels do not offer a Night Porter service; please check with your hotel prior to arrival for any necessary arrangements.

The General Terms and Conditions outlined here are valid from June 1, 2012.

3- Rates

a. Accommodation (stand-alone or in the context of a longer stay)

The rates quoted herewith are net, inclusive of VAT, excluding 'taxe de séjour' (Tourism Tax). Tourism Tax is to be paid directly to the hotel. For information only, the typical rates for Tourism Tax in hotels and guest houses are:

€0, 50 per person per night within establishments graded 1* (children under 18 are exempt from this tax)

€0, 80 per person per night within establishments graded 2* (children under 18 are exempt from this tax)

€1, 30 per person per night within establishments graded 3* (children under 18 are exempt from this tax)

€2,20 per person per night within establishments graded 4* (children under 18 are exempt from this tax)

€2,50 per person per night within establishments graded 4* (children under 18 are exempt from this tax)

€3,50 per person per night within establishments graded 5* (children under 18 are exempt from this tax)

For Camping in Biarritz

€0,40 per person per night within establishments graded 3* (children under 18 are exempt from this tax)

Rates imposed by hotels on clients that have booked via the central office should not differ from those quoted by the Booking service of Biarritz Tourisme.

4- Payment

Accommodation :

25% of the payment for your accommodation sold by Biarritz Tourisme is made via direct debit at the time of reservation.

The balance, as well as 'taxe de séjour' (Tourism Tax) are to be paid directly to the hotel and/or guest house on the day of arrival.

Residential Accommodations will contact clients for the payment of the balance (to be paid a month before arrival).

Payments are made by bank card (Visa, Eurocard/ Mastercard are accepted) via a secure payment system using 'Ogone' encoding.

5- Cancellation

All cancellations must be notified to the central office via <http://tourisme.biarriz.fr> or a telephone call to the Booking service of Biarritz Tourisme: +33 5 59 22 37 10.

Open every day except 25 December and 1 January.

From 1 January to 31 March:

- Monday to Friday: 9am/6pm
- Saturday: 10am/12 noon and 2pm/5pm
- Sunday: 10am/1pm

From 1 April to 15 June:

- Monday to Friday: 9am/6pm
- Saturday and Sunday: 10am/5pm

From 16 June to 30 June/ September:

- Monday to Friday: 9am/7pm
- Saturday and Sunday: 10am/6pm

July-August:

- 9am/7pm every day

a. Accommodation

Cancellations made less than 7 days prior to the scheduled arrival date will automatically entail in cancellation charges equivalent to the cost of the first night of the room/apartment, or as per the terms and conditions outlined by the hotel.

In the event of special offers (introductory or last-minute): bookings made under 'special offers' (reduction or any other benefit to the client) will reflect specific terms and conditions outlined at the time of reservation. These can be viewed by clicking on 'Terms and Conditions' before confirming bookings rates and dates.

b. Tickets for shows, Museums, activities

Full payment is made at the time of reservation.

Tickets are neither refunded nor exchanged except whether the service provider is responsible for the cancellation.

The resale of tickets at a higher tariff is expressly prohibited and can result in penalty charges under the law of June 27, 1919.

6- Confirmation/ Guarantee

Once a reservation is confirmed, the client will receive a written confirmation via email, to be shown upon arrival to the providers of the service booked.

7- Cancellation Period Not Applicable

The legal provisions applicable to remote selling, stipulated in the 'Code de la Consommation' article L 121-20-4 (consumer law) mean that the right to cancel does not apply to tourism service providers. Hence, for all reservations made via Biarritz Tourisme, the 'Cancellation period' provision will not be applicable.

8- 'No Show'

In the event that clients have not presented themselves before 'check out' time (at the latest, by 12 noon), on the day following the scheduled arrival date and have not cancelled their booking on time, a fee equivalent to the cost of the first night of their stay will be charged, or clients agree to pay the cancellation charges in compliance with the terms and conditions specific to the hotel or of the central office.

9- Evidence

It is specifically agreed, except in cases of error that the client would bring to our notice, that the information stored in the databases operated by the Tourist Office and/or its Partners, will serve as proof of purchase for all bookings made.

The information stored, both written and electronic and conserved by Biarritz Tourisme, will constitute the relevant evidence. In the case of legal proceedings, such data will be admissible, valid and legally binding between the parties involved, under the same conditions and with the same force of law, as any document drawn up, submitted or preserved in written form.

10- Compensation Provision

If, in the unlikely event of error (booking errors or unforeseen damages to rooms), those rooms are no longer available at the time of the client's arrival, the hotel must undertake the following procedures, at no extra charge to the client:

- Provide the client for one night with a/several room(s) to those booked, in another hotel of the same of superior class, and at an equal or inferior cost to that of the room(s) booked.
- Provide the client with transport to the replacement hotel
- Reimburse the client, should he/she so wish, the cost of a telephone call to his/her family or office

11- General regulation of hotels and residential accommodations classed as 'Tourist'

Ranking is determined by the level of service and comfort provided. These ratings are regulated by the Prefecture.

12- Photos

The images and photos used within Biarritz Tourisme (online and in printed materials) are in no way contractually binding.

13- Jurisdiction

The General Terms and Conditions of Sale are subject to French Law. Any dispute or claim related to their interpretation and/or implementation will be referred to the relevant French Court, therefore the Court of Bayonne.