



## TERMS & CONDITIONS OF USE FOR INDIVIDUAL MOUNTAIN GUIDES BOOKING ON-LINE ACCOMMODATION AT THE GOÛTER MOUNTAIN HUT



These Terms and Conditions of Use govern the professional web site for booking accommodation at the Goûter mountain hut, with the aim of facilitating access for both French and foreign IFMGA mountain guides.

In return for priority booking access at this hut, the evacuation plan requires guides to assist in evacuating the building and helping the occupants to the assembly point. On arrival at the hut, guides will make themselves available to the hut keeper who will, in turn, provide them with the necessary information.

### Preamble

The booking system on this web site has no commercial aim. Its concept and function are founded on the Terms & Conditions for on-line reservations at the Goûter hut, as defined by the FFCAM (La Fédération Française des Clubs Alpins et de Montagne) as well as by the FFCAM/SNGM (French Mountain Guide Association) agreement.

Access to the site is reserved to French and foreign IFMGA mountain guides who are up-to-date with their professional regulatory obligations

The “Seller” refers to the hut keeper who is providing an on-line booking service for accommodation via this web site.

The “Client” refers to the individual mountain guide reserving accommodation in the hut via this web site.

1. This web site is the only available method to book overnight accommodation at the Goûter mountain hut.
2. All bookings taken via this web site implies the Client’s full and unreserved acceptance of all sections contained in these Terms & Conditions.
3. In making a booking, the Client signals his acceptance of the Terms & Conditions of Use, and the bookings requirements, without which his booking cannot be acknowledged.
4. The Client can upload and print out these terms and conditions using the standard options available to him via his browser or computer.
5. The web site gives the following information: the legal clause identifying the SNGM, the company status, registered address, email address, telephone number, Head Office.
6. All details on this web site are presented in French and English. Only the French version shall be legally binding; Google on-line translations are not binding.

### ARTICLE 1: SUBJECT

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These Terms & Conditions of Use for bookings detail the procedures and rights of all parties using the web site put in place by the SNGM.



## ARTICLE 2: LIABILITY

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This web site was conceived with the aim of establishing and managing the booking of the accommodation at the Goûter mountain hut, for the benefit of both the Client and the hut keeper.

In no way does the SNGM replace the authority of the hut keeper in the management or day-to-day running of the mountain hut. The provision of both accommodation and meals is the sole responsibility of the Goûter mountain hut keeper.

Any eventual claim or complaint by the Client should be addressed following article 14 of these Terms & Conditions.

The SNGM cannot intervene in any litigation between a Client and a hut keeper, nor can it be held responsible for the actions of the said hut keeper.

## ARTICLE 3: TARIFFS

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Reduced accommodation tariffs are only valid if the both the guide and his clients are able to provide the appropriate documents, as requested by the FFCAM.

## ARTICLE 4: BOOKING ACCOMMODATION AND MEALS

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Bookings are only effective on completing the order form and selecting a date/s available.

Half-board accommodation is obligatory.

Bookings are nominative and cannot be made for third parties.

The Client agrees, prior to booking, to provide all necessary information and can vouch for their exactitude.

The on-line booking procedure is as follows:

Step 1: clients must open an account (client details and password).

Step 2: validation of their basket

Step 3: checking of the order, the prices and eventual errors

Step 4: consultation and acceptance of the Terms & Conditions of Use

Step 5: booking confirmation

Step 6: on-line payment of the deposit

Step 7: an automatic e-mail of the Booking Form is sent to the Client

A booking will only be validated if the mountain hut has the necessary number of spaces on the required date/s and the appropriate deposit has been received, as stipulated in Article 5 below.

The reservation is personal and it is not possible to book for others. The guide who reserved must appear in person at the refuge.

## ARTICLE 5: SECURITY DEPOSIT FOR ACCOMMODATION

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The Client is required to pay the hut keeper a deposit for the accommodation (excluding meals) on-line. This corresponds to 50% of the value of the accommodation, whose price is fixed annually.



This will inform the Client that he disposes of only two further days to cancel the booking, if no longer required, and recover the deposit. After this date, the deposit will not be reimbursed.

The deposit will be refunded according to the Goûter mountain hut guidelines after the deduction of an administration charge payable for each night cancelled.

## **ARTICLE 6: PAYMENT OF THE BALANCE**

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Payment should be made on-line by credit card using the secured payment system. Credit card details will be encrypted using SSL (Secured Socket Layer) technology.

## **ARTICLE 7: PAYMENT OF THE BALANCE**

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The Client will settle the balance due for the accommodation depending on the agreed methods of payment. He will be required to present valid paperwork proving he is entitled to receive a special rate (FFCAM licence, Association member card, professional guide card...)

## **ARTICLE 8: HOLDING A BOOKING**

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Bookings will be held until the latest arrival hour indicated on the booking form.

## **ARTICLE 9: CANCELLATION OR AMENDEMENTS MADE BY THE CLIENT**

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### **Cancellation**

All bookings may be cancelled up to three days before the arrival date. Cancellations should be made on-line via the section "Cancel or change a booking".

Cancellations made less than three days before the arrival date, or in the case of a no-show, will forfeit the deposit; no reimbursement will be considered.

The Client is reminded, in line with article L.121-20-4 of the French Consumer Code, that he does not have the right to revoke, as provided in article L.121-20 of this said Code.

### **Amendment**

It is possible to reduce requirements or cancel a booking up to three days before the arrival date. An administration sum of 1.20 Euros/night/person will be withheld on each amendment or cancellation to a booking. Cancellations received less than three days before arrival or any reduction in the number of places reserved will forfeit an entitlement to a refund.

Any increase in the number of places required will necessitate an additional/new booking.

## **ARTICLE 10: CANCELLATION BY THE SELLER**

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In the case of a cancellation by the Seller due to a Force Majeure: unsuitable climatic conditions or the inability to reach the building due to reasons beyond the control of the Seller; the Client will receive a full refund of his deposit or the possibility of carrying it over to another stay in the same building.

## **ARTICLE 11: CUTTING SHORT YOUR STAY**

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In the case of a Client cutting short a stay, the hut keeper shall not reimburse any deposit paid for the outstanding duration of the booking.

## **ARTICLE 12: RATES AND REDUCTIONS**

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All prices are per person in Euros. These rates do not include the contribution towards the use of this professional web site as stipulated in article 13.

## **ARTICLE 13: CONTRIBUTION FOR USAGE OF THE WEB SITE**

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A contribution is required for using this web site and is added to the daily rate invoiced by the Seller. This rate is fixed annually by the SNGM. The rate for 2012 is 1.50 euro.

## **ARTICLE 14: COMPLAINTS**

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The Client, or his clients, may file a complaint if, in their view, the services provided have been sub-standard. Complaints should be addressed in the shortest possible delay, via registered letter with proof of postage to: FFCAM, Goûter Mountain Hut Management, 24 rue Laumière, 75019 PARIS, France.

## **ARTICLE 15 : PRIVACY POLICY**

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In accordance with the "Information Technology, Data Files and Civil Liberties Act No.78-17 of 6<sup>th</sup> January 1978", the Client is informed that details provided during registration on this web site are a requirement of booking and will be used by the booking system or its partners for management purposes. The booking details will be passed on to the relevant hut keeper.

The Client has the right to access and correct his personal information by contacting: SNGM, le Neptune, 50, voie Albert Einstein, parc d'activité Alpespace, 73800 FRANCIN, France.

The SNGM wishes to make clear that all information gathered from this web site will not be passed on to the CNIL (The Commission nationale de l'informatique et des libertés).

## **ARTICLE 16: LITIGATION**

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

## **ARTICLE 17: MISCONDUCT**

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The Client agrees to adhere by these Terms & Conditions of Use. The SNGM reserves the right to suspend a Client's access to this web site in the case of irregular usage.

**Syndicat National des Guides de Montagne**

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