

Terms & Conditions of Sale

1. General

1.1 The company SAS BLACK STAR operates the www.lavillatoscane-marciac.com website, site for hotel reservation.

1.2. The site allows reservations at the hotel LA VILLA TOSCANE in Marciac (France)

1.3. Reservations can also be made via mobile services (websites mobile internet and mobile applications).

1.4. Other services can be booked through the website www.lavillatoscane-marciac.com all reservations are made directly between the client and LA VILLA TOSCANE or its partners.

1.5. The customer declares to have obtained all necessary information from www.lavillatoscane-marciac.com

1.6. All reservations made though www.lavillatoscane-marciac.com or its mobile services implies full and unreserved acceptance of these terms and conditions.

1.7. The customer's agreement to these terms and conditions and to the price of the service at the reserved rate occurs at the moment of booking, no reservation is possible without this agreement.

1.8. The customer has the option to save and read these terms of conditions using the standard features of his browser or computer.

1.9. The site lists the following information:

legal notice enabling precise identification of www.lavillatoscane-marciac.com indicating its name, the address where it is established, its email address, telephone number, registered office, registration and TVA number, the references to entry in the register of travel agents and other tourist operators and, if different, the address of the establishment responsible for the offer.

the essential characteristics of the proposed accommodation.

the proposed additional services.

the prices.

the payment terms.

general conditions of sale and the sales conditions of the reserved rate.

the period of validity of the offer and the price thereof.

the minimum duration of the proposed contract, if applicable.

1.10. The customer, prior to ordering the services, declares that the reservation of these services are suitable for his personal needs.

1.11. As a consumer, the customer has specific rights, which can be called upon in the event that the reserved services are not available.

1.12. All the information available on the site www.lavillatoscane-marciac.com is presented in French and several other languages.

1.13. The client declares to have full legal capacity to engage themselves under of these terms and conditions.

2. Definitions

Hereafter, the following terms have the following meanings:

"Acknowledgment"

Email sent by www.lavillatoscane-marciac.com confirming receipt of the order placed by the customer and confirming its receipt by www.lavillatoscanemarciac.com.

"booking confirmation"

dematerialized paper that summarizes the characteristics of the services reserved by the client via internet, and which eventually will be charged to their credit card number as part payment or guarantee. The acceptance of the booking confirmation contractually engages the customer.

"Client"

individual acting on personal or professional needs without link with the hotel business.

"electronic mail"

any message, in text, voice or image sent by a public network of communication, stored on a network server or in the terminal equipment of the recipient, until recovered by the client.

"reservation request"

hotel room booking requests made by the customer by mobile services or online.

"Partners"

accessible service providers to the www.lavillatoscane-marciac.com site, and in particular, tour operators, car rental companies, suppliers of train or plane tickets.

"online booking"

booking of hotel rooms through the reservation form on the website www.lavillatoscane-marciac.com

"Service"

booking of hotel rooms whose essential characteristics are presented on the site www.lavillatoscane-marciac.com

"Mobile services"

all services and protocols for connecting mobile devices connected to the internet, and allowing in particular the consultation and reservation of hotel services provided by www.lavillatoscane-marciac.com or its mobile applications.

"website"

electronic service operated by SAS BLACK STAR on the Internet and accessible from the www.lavillatoscane-marciac.com address.

3. Purpose

3.1. These terms define the rights and obligations of the parties as part of booking remote services offered by LA VILLA TOSCANE on its website www.lavillatoscane-marciac.com

3.2. They govern all the steps required for booking and tracking reservation between the Contracting Parties.

3.3. The client acknowledges having read and accepted these terms and conditions sales and the sales conditions of the booked fare available on the site www.lavillatoscane-marciac.com.

4. Scope

4.1. These general conditions of sale apply to all bookings concluded by internet or otherwise.

5. Duration

5.1. These general conditions of sale apply for the entire duration of the services by SAS BLACK STAR on the site www.lavillatoscane-marciac.com

5.2. BLACK STAR SAS reserves the right, without notice or compensation, to close temporarily or permanently the www.lavillatoscane-marciac.com website or the online booking feature.

5.3. BLACK STAR SAS is not liable for damages of any kind which may result from these changes and / or temporary unavailability or the permanent closure of all or part of the site or services associated with it, such as the online reservation space.

6. Reservation

6.1. The customer selects the services presented on the website.

6.2. The customer acknowledges the nature, destination and booking terms of the services available on the website and having solicited and obtained the necessary and / or complementary information to make a reservation with full knowledge of the facts.

6.3. The customer can book on the site www.lavillatoscane-marciac.com a max number of two (2) rooms per reservation. From three (3) bedrooms reserved or three (3) nights for the same room, a deposit of 30% of the reservation is required. Stays of more than 7 nights on request. For reservations concerning business groups, meetings, seminars ... please contact us by téléphone.

6.4. The customer is solely responsible for his choice of services and their suitability to his needs, BLACK STAR SAS accepts no responsibility if services ordered are to the suitability of the client.

6.5. The reservation is deemed accepted by the client after the booking process.

6.6. During the period of the Jazz in Marciac Festival:

- For reservations less than 1 night, 1 night accommodation will be taken as deposit.
- For bookings over 1 nights, 50% of the full booking amount will be taken as a deposit.

The balance will be payable in all cases one month before the start date of the Festival. See paragraph 10.1c for the cancellation policy for that period.

7. Booking process

7.1. Reservations made by the customer are made online from the website www.lavillatoscanemarcillac.com or by telephone.

7.2. The reservation is considered complete upon receipt of the booking confirmation sent exclusively by SAS BLACK STAR, or when online prepayment has been taken.

7.3. The customer agrees, before any reservation, to supplement the information requested on the right or the reservation request.

7.4. The customer attests to the truth and accuracy of the information transmitted.

7.5. The reservation procedure includes the following steps:

- Step 1: choice of room and a tariff;
- Step 2: selection, if any, of one or more additional services;
- Step 3: Check the details of the reservation of the total price, sales conditions applicable and possible adjustment of choice (room, rate, supplementary benefit) in the case of online booking only;
- Step 4: Intelligence customer details;
- Step 5: consultation and acceptance of terms and conditions of sale and the reserved rate;
- Step 6: the reservation is confirmed by the customer.

8. Reservation Acknowledgement

8.1. The customer reservation is subject to a receipt by email.

8.2. In the case of online booking, the receipt of the booking by email summarizes the contract offer, the reserved services, prices, Sales conditions attached to the selected tariff accepted by the client, information related to after sales service and commercial guarantees, and the address of the seller's business where the customer can address any complaints.

9. Customer Service

For any claim concerning your hotel booking in LA VILLA TOSCANE, our customer service is available Monday to Friday from 10am to 18:30 (French time) on the following telephone numbers:

- Tel: 05.62.08.22.22 for France
- International tel: 33.05.62.08.22.22
- E-mail: toscanemarcillac@orange.fr

The mailing address is:

Customer Service Booking
3 rue du chateau
65700 SOMBRUN

10. Cancellation or modification of bookings by the client

10.1. The client is reminded that in accordance with Article L.121-20-4 of the Code of consumption, they do not have the right of withdrawal provided for in Article L.121-20 of code for consumption.

10.1b. Cancellation for bookings outside the dates of Jazz in Marciac Festival:

If cancelled less than 48 hours before the day of arrival, 1 night will be non-refundable. No charge if cancellation occurs more than 48 hours from day of arrival. These conditions relate only to customers who booked directly by phone or through the site www.lavillatoscane-marciac.com. For bookings made by other means consult your travel agent or Tour Operator as their cancellation policy may differ.

10.1c. Cancellation for bookings during the official dates of the Jazz in Marciac Festival:

Cancellation 60 days before the date of commencement of the Festival: 25% of the booking amount outstanding.

Cancellation between 60 and 30 days before the date of commencement of the Festival: 50% of the outstanding reservation.

Cancellation less than 30 days before the date of commencement of the Festival: 100% of the outstanding reservation.

Refer to special booking conditions paragraph 6.6 concerning the period Jazz in Marciac Festival.

10.2. The conditions of sale of reserved rate specify the terms of cancellation and / or modification of the reservation.

10.3. Reservations that were prepaid when booking cannot be modified or cancelled. The amount paid is forfeited on cancellation and no refund will be given. In this case, it is mentioned in the fare conditions of sale.

10.4. When the conditions of sale of the booking allow:

- A cancellation of the reservation can be made directly on the www.lavillatoscanemarciac.com through the "View or cancel your booking";
- A change or cancellation of the reservation can be made directly with the hotel, the telephone numbers are stated on the reservation confirmation sent by electronic mail.

10.5. In case of interruption of the stay, the full agreed price will be cashed. in the case booking prepayment, no refunds will be given to this fact.

10.6. Unless otherwise expressly provided, the customer must check out by 12.00 am on the final day of the booking period. Otherwise, they will be invoiced an extra nights accommodation.

11. Hotel accommodation

11.1. Under the current regulations, all clients may be asked:

On arrival at the hotel, complete a police form. To do this, the customer will need to present a valid piece of ID (passport for non French citizens) to verify the identity of all persons staying in the hotel.

11.2. The hotel welcomes dogs under 5kg as long as they are kept on a leash in all public areas of the hotel.

11.3. The customer agrees and undertakes to use the room responsibly and appropriately. Any behavior contrary to morality and public order will lead to the hotel ask the customer to leave the establishment without any compensation and / or without refund if a settlement has been made.

11.4. The hotel has Internal Rules for the client. The customer accepts and agrees to comply with hotel regulations. In case of non-compliance by the customer of the provisions of the internal regulations, the hotel will be in the obligation to invite the customer to leave the establishment without any compensation and / or without any reimbursement if a settlement already been taken.

11.5. The hotel offers wireless internet access (paid or not) allowing customers to connect to the internet. The customer agrees that the IT resources made available by the hotel will not be in any way used in any way, shape or form to infringe protected copyright material whether that relates to texts, images, photographs, musical, audiovisual works, computer software and video games, without the authorization of the holders of rights provided in books I and II of the Code of Intellectual Property when authorization is required. The customer is required to comply with the security policy of the Hotel's Internet Service Provider, including the rules of use of the means of securing implemented in order to prevent illegal use of resources computer [or other name used in the company's IT charter] and to refrain from any act prejudicial to the effectiveness of these means. If the customer doesn't comply with the above obligations, they might be accused of a crime infringement (Article L.335-3 of the Code of Intellectual Property), punishable by a fine of 300,000 euros and three years imprisonment.

12. Guarantees

12.1. SAS BLACK STAR is required to guarantee compliance services, under the conditions laid down in Articles L.212-1 et seq. of the Consumer Code.

12.2. The customer benefits from a contractual guarantee of service.

13. Liability

13.1. The photographs presented on the site are not contractual. While all best efforts are made to ensure that the photographs, graphic representations and texts reproduced to illustrate the presented hotels provide as accurate overview that possible hosting services offered, variations may occur, particularly because of the change of furniture or any renovations. the customer is not entitled to any claims of this fact.

13.2. BLACK STAR SAS cannot be held liable for breach or poor execution of the reservation in case of force majeure, or problems originating from the customer directly a third party source or one of the hotels partners. Such problems include but are not limited to unavailability of the Internet, inability to access the website, external intrusion, computer virus or unauthorized prepayment by the cardholder's bank.

13.3. BLACK STAR SAS shall not be liable for any consequential damages, including loss of business, from any third party, client or its partners in respect to 13.2 above.

13.4. BLACK STAR SAS assumes no responsibility for the content of websites or services offered by any website that links to www.lavillatoscane-marciac.com

13.5. Any reservation or payment that would be irregular, ineffective, incomplete or fraudulent for any reason will result in the cancellation of the order to customer's expense, without prejudice to any civil or criminal action against the latter.

14. Claims

14.1. Claims on non-performance or poor performance of the services hotel must, under penalty of foreclosure, be brought to the knowledge of SAS BLACK STAR in writing within 24 hours of arrival at the hotel directly with the hotel or Customer Service contact information listed above.

15. Price

15.1. Price related to the booking service are indicated before and during the reservation.

15.2. Prices quoted are per room for the number of person(s) and Date(s) selected.

15.3. The prices are confirmed to the client in the trade currency the hotel (EUROS), and are valid only for the period indicated on the website.

15.4. If payments are made at the hotel in a currency other than EUROS, exchange costs are to borne by the customer.

15.5. All reservations, regardless of their origin, are payable in EUROS, unless special provisions are granted specifically by SAS BLACK STAR in advance.

15.6. Unless otherwise specified, additional services (breakfast, half board, full board ...) are not included in the price.

15.7. City tax, specified for each rate is to be paid directly on the spot in the hotel except in the case of an online prepayment where such amount may be included.

15.8. The prices include the VAT applicable on the date of the order and any change in the applicable VAT rate will be reflected in prices listed on the invoice date.

15.9. Any changes or instaurations new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the prices listed on the invoice date.

15.10. The foreign currency conversion is only an indication and not contractual. Only the currency confirmed during your reservation is guaranteed (if the currency is different from that practiced at the hotel, any exchange costs will be borne by the client).

15.11. If a rate implies that payment is made at the hotel at the time of arrival or at the start your stay, and the currency of the customer is not the same as that of the hotel, the price charged by the hotel may be different from that which was communicated at booking, given the possible evolution of exchange rates between the date of Reservation and hotel stay dates.

15.12. SAS BLACK STAR, upon confirmation of the booking the client will indicate the total amount of the order.

15.13. The customer agrees to pay applicable taxes, without any protest to SAS BLACK STAR.

16. Payment

16.1. The client communicates their bank details as a reservation guarantee except for special requirements or rates, bank or private credit card (Visa, Amex, Mastercard),

indicating directly in the area provided for this purpose (secured by SSL encryption) the card number without spaces between the numbers and the date of validity and security code through a prepayment via the platform payment.

16.2. The payment is made at the hotel during the stay, except for conditions or specials where payment is due upon booking (prepayment online at certain rates).

16.3. A prepayment is a qualified deposit. In the case of a non-prepaid rate online the hotel may request the client, upon his arrival, to pay a deposit or authorization debit the credit card to guarantee payment of the amounts corresponding to the services used on site.

16.4. In case of no show (reservation is not canceled - customer not present) a reservation guarantee by credit card, the hotel will charge the customer, as liquidated damages, the amount of the first night on the credit card that was given to guarantee reservations, unless otherwise provided under the conditions set out in paragraph 10.1b on customer due to the cancellation policy.

16.5. BLACK STAR SAS has chosen a PSP (Payment Service Provider) to secure online payments by credit card. The validity of the customer's payment card checked. There may be a refusal of the payment card for several reasons: stolen card blocked card, reached the ceiling, entry error ... If a problem occurs, the customer should contact his bank first, then secondly the hotel to confirm the reservation and his mode of payment.

16.6. If the customer reserve several rooms but prepayment is only required for a single room for example, in this case, the payment card that is used on the platform allows payment to pay the Chamber concerned by prepayment and payment card that has been used will serve as guarantee for the other rooms.

16.7. At the time of prepayment, the amount is debited when booking includes

The price of accommodation, taxes related to housing, the price of the restoration if the breakfast is selected, taxes related to catering and other services

Additional services selected by the customer (as outlined in section 15.6).

16.8. In the case of a rate subject to online prepayment, the amount paid in advance, as are the deposit is charged at time of booking.

17. Respect of privacy

17.1. The information requested from the customer is necessary to process the order and used only to send information to the client on hotel products and services. Data will only be communicated between SAS BLACK STAR and the online payment provider in the context of pre-contractual measures for hotel bookings. If there is a lack of information, SAS BLACK STAR may not be able to confirm the booking.

17.2. Personal data protection policy is available in the section "Customer Privacy Statement."

17.3. Unless opposed by the customer, any communication made via www.lavillatoscane-marciac.com implies the right for SAS BLACK STAR to send the hotels "newsletter", special promotional offers and satisfaction questionnaire after their hotel stay.

17.4. The customer has the right to object, free of charge, that the data on being used for prospecting purposes, including commercial. otherwise, by clicking the unsubscribe link at the bottom of each email, the customer can unsubscribe at any time.

17.5. The customer is informed that all personal data collected will be subject to automated processing which the controller is SAS BLACK STAR.

17.6. The processing of these data will enable SAS BLACK STAR:

- Fulfill its obligations vis-à-vis the client;
- Inform the customer of special offers and any new services created by SAS BLACK STAR.

17.7. The customer is informed on each of the data collection forms staff, mandatory or optional answers by the presence of an asterisk.

17.8. The customer authorizes BLACK STAR SAS to communicate his personal data to third parties provided that such communication proves compatible with the achievement of SAS operations incumbent on BLACK STAR under these terms.

17.9. Especially when paying online, the customer's bank details must be transmitted by the payment provider to the hotel's bank for the execution of the hotel booking contract.

18. Agreement of proof

18.1. The attachment of bank information required and the acceptance of these general conditions and good or reservation, constitutes an electronic signature which has, between the parties, the same value as a handwritten signature.

18.2. The records stored in computer systems SAS BLACK STAR will be kept in reasonable conditions of security and considered proof of communications, orders and payments between the parties.

18.3. The customer is informed that his IP address is recorded at the time of booking.

19. Dislodgement

19.1. In case of non-availability of the chosen hotel, or in case of force majeure, the hotel reserves the right to fully or partly accommodate the client in a hotel of equivalent category with similar benefits, all costs involved in the transfer will be covered by the hotel, these costs do not extend to monetary payments or additional compensation.

20. Force majeure

20.1. BLACK STAR SAS can not be held liable to the customer in case of non-performance of its obligations under a force majeure event. Are considered as force majeure or fortuitous event those usually recognized by the precedents in the French Courts.

21. Governing Law

21.1. These terms and conditions of sale are governed by French law.

21.2. This applies to substantive rules as to the rules of form.

22. Entirety

22.1. These Terms and Conditions, the terms of sale of the rate booked by the customer, and the good or the booking request represent all obligations of all parties.

22.2. No general or specific condition communicated by the customer will interfere with these terms and conditions.

22.3. The documents forming the contractual commitments between the parties are, in order of priority descending, the good or the reservation request (whose conditions particular the reserved rate) and these terms and conditions.

22.4. In case of contradiction between the reservation form and general conditions, provisions in reservation form will be the only ones applicable to the obligation in cause.

23. Evolution / modification of the General Conditions of Internet sales

23.1. These Terms and Conditions of Internet sales can be at any time modified and / or supplemented by SAS BLACK STAR. In this case, the new version of Terms of Internet sales will be online by SAS BLACK STAR. Since its posted on the Internet, the new version of the General Conditions of Internet sales will automatically apply to all customers.

Thank you also see additional sales conditions for each rate, room type or type of service, on the list of rates.