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**GENERAL TERMS AND CONDITIONS OF USE**

**FOR THE WEBSITE**

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## INTRODUCTION

This website (hereafter referred to as "website") is edited by **Finistère Tourisme, agence de développement touristique** (hereafter referred to as "the Editor").

The Editor would ask that you read these General Terms and Conditions including use of data provided (hereafter referred to as "Conditions"), because by continuing to use the Website, you agree to be bound unreservedly these Terms and Conditions. If you do not accept these Terms and Conditions, please DO NOT continue to use the Website. The Editor reserves the right to modify these Conditions at any time, without prior notice.

Consequently, it is the responsibility of each person visiting and using the website (hereafter referred to as "the Web User") to check for the latest version of the Conditions whenever they use the Website.

The Website presents to the Web User details supplied by Tourism Providers (hereafter referred to as "Tourism Providers") and acts as an intermediary for transferring the Personal Data required by the Tourism Provider concerned in order to book the service or facilities requested.

These Services and Facilities are diverse in nature, such as: hotel accommodation, self-catering accommodation, camping pitches, thalassotherapy seawater spa treatments, travel services and more.

The Editor also reminds the Web User that the Services and Facilities presented on this Website are offered by the Tourism Providers themselves. The Editor cannot be held responsible in any way regarding the choice, nature, quality, or any other aspect of the Services and Facilities offered. The Editor has no control over the availability of these Services and Facilities. Please note that any booking for accommodation is strictly between the Web User and the person(s) making such accommodation available (the Tourism Providers) incorporating the relevant conditions set out herein. The Editor is merely arranging such accommodation booking as booking agents of the relevant accommodation operator and not as principal.

The latest version of the Terms and Conditions supersede and replace all previous versions.

## 1. DEFINITIONS

Certain words and terms have a specific meaning when used in these Conditions. In order to simplify this document and its meaning, any word or expression used in its usual context in these Conditions will be written in lower case, while those referring to a specific meaning will begin with a capital letter.

Every definition applies in its singular and plural forms. Words and expressions that have not been directly or indirectly defined in the text of the Conditions themselves will be defined afterwards.

**Personal Data:** refers to the information provided by the Web User to be sent to the chosen Tourism Provider.

This Personal Data is routinely requested so that the Tourism Provider can make the booking for the chosen Services and Facilities, and typically include:

- first name and surname(s);
- contact details, such as postal address, email address, telephone number(s);

- bank details (debit or credit card number, expiry date, security code on the back of the card);
- arrival and departure dates;
- the type of Services and Facilities chosen.

**The Web User:** the physical person using the Website and able to choose Services and Facilities offered by a Tourism Provider.

**Tourism Providers:** those who offer information to Web Users concerning the Services and Facilities they offer, as well as the opportunity to make a booking request through the Personal Data given on this Website and Forwarded by the Editor. These Tourism Providers are primarily accommodation providers, travels agents and property agents.

**Services and Facilities:** products and/or services provided by the Tourism Providers and made available to Web Users.

**Forward /Forwarded / Forwarding:** the transfer of the Web User's Personal Data from the Editor to the Tourism Provider(s), strictly in reference to the booking request as defined by the Web User.

## **2. USE OF THE WEBSITE**

### **2.1 General**

This Website has one sole objective, namely to allow the individual Web User a way of passing on his or her Personal Data to the relevant Tourism Provider so that the latter can process the booking request for the required Services and Facilities as efficiently as possible.

In order to use this Website, the Web User must be at least 18 years old, and capable of using the Website in accordance with the Terms and Conditions.

By using this Website, the Web User is implicitly agreeing to be financially responsible for his or her use of the Website whether in his or her own name or that of a Third Party, which includes minors, excepting any specific instance in which the Web User is able to prove a fraudulent use in his or her name that resulted from no fault or negligence on his or her part. This agreement to financial responsibility is particularly relevant to the Bank Details provided by the Web User.

The Web User implicitly guarantees the truth and accuracy of any details supplied whether by himself or herself, or by any Third Party acting in his or her name whilst using this Website.

### **2.2 Processing of Personal Data**

#### ***2.2.1 The Web User's selection of Services and Facilities***

This Website acts as a shop window in which Web Users can find information relating to the Services and Facilities on offer, particularly the type of Services and Facilities available, the quality and the price.

The Website presents various Services and Facilities offered by Tourism Providers. The collected information that each Tourism Provider has communicated to the Editor is then shown on the Website for general public access by Web Users.

#### ***2.2.2 Personal Data provided by the Web User***

Once the Web User has decided to book any Services and Facilities with a chosen Tourism Provider, he or she will be able to provide the Personal Data required by that Tourism Provider by using the Website made available by the Editor.

It is the responsibility of the Web User to ensure that the Personal Data provided are accurate and to accept that in providing his or her Personal Data, he or she is implicitly agreeing to that Personal Data being used by the Tourism Provider to communicate directly with the Web User regarding the request, particularly if a booking confirmation is required.

Personal Data is provided through secure pages on the Website.

Should the case arise wherein the Web User does not receive a booking confirmation, he or she must contact the Tourism Provider, whose contact details will be shown on the Website. The Web User must understand that the Editor of the Website only provides the means of contacting the Tourism Provider and does not follow the progress of any booking or booking request made using the Website.

The Personal Data provided by the Web User are Forwarded electronically to the Tourism Provider so that the latter can take the booking into account and process it.

The booking can only be made by the Tourism Provider; the simple act of completing the requested details for Personal Data on the Website does not constitute a confirmed booking of any kind.

### *2.2.3 Payment for Services and Facilities*

The price of Services and Facilities is set by the Tourism Provider concerned, calculated in accordance with the Tourism Provider's own Terms and Conditions of Sale, and then communicated to the Editor.

The prices indicated are in Euros. They can be modified at any moment by the Tourism Provider, without prior notice.

The Web User is informed in the description of the Services and Facilities exactly what the Tourism Provider includes in the price. Generally, and unless expressly stated otherwise, personal expenses or costs annexed to the Services and Facilities are not included in the price but are at the expense of the Web User; for example, insurance, baggage charges, vaccination costs, laundry, telephone usage, drinks, room service and tips, likewise the use of sports facilities and any other additional Services and Facilities not expressly included in the description when the booking is confirmed.

It may be the case that certain elements offered by the Tourism Provider(s) and indicated in the description on the Website be unavoidably modified or cancelled, particularly through any major weather conditions or an Act of God known legally as 'force majeure'.

In addition, it is implicitly understood that certain activities, Services and Facilities are not available outside the main tourist season of July and August or are otherwise dependent on the registration of a minimum number of participants.

For more information, the Web User must consult the official Terms and Conditions of the individual Tourism Provider, particularly with reference to the methods of payment accepted by the latter.

Payment for any Services and Facilities must be made directly to the Tourism Provider(s) concerned. The Editor will not intervene in the process of any booking request or booking; nor will the Editor at any time use the Bank Details of the the Web User.

In accordance with the Terms and Conditions of the Tourism Provider, the Web User's bank account can be debited either:

- at the time of on-line booking, OR
- when the booking is confirmed by the Tourism Provider, OR
- on the Web User's arrival date, OR
- on the Web User's departure date.

The Bank Details provided by the Web User can also be used as a simple guarantee of booking until the Web User's actual deposit or payment is received by the Tourism Provider; the Bank Details can also be used by the Tourism Provider to take the deposit legally due should the Web User make a late cancellation of his or her booking.

To this end, the Web User is informed that he or she must contact the Tourism Provider directly should he or she wish to cancel or otherwise modify the booking or booking request.

### **2.3 Personal Data and Probative Force**

It is expressly understood that, except for a gross error on the Editor's part, all Personal Data supplied by the Web User and then Forwarded to the Tourism Provider via the Website have probative force.

The Personal Data given electronically or via the computer are kept by the Editor and they have the same legal value as handwritten evidence. Should the event arise that the Personal Data are required for a litigious action or other process, the Editor can produce them and they are to be received and treated by the Web User and/or the Tourism Provider in the same way, with the same weight and with the same probative force as any written document.

## **3. RESPONSABILITY**

### **3.1 Concerning the use of the Website**

The Web User recognises the characteristics and limitations of the Internet, with particular reference to technical performance, response time and time required by the Editor and/or the Tourism Provider to receive, consult and Forward any Personal Data, as well as the risks associated with the security of Personal Data communicated over the Internet.

The Editor provides the information on the Website without any guarantees, conditions or warranties as to the accuracy of its contents. The Editor cannot accept any responsibility for the presence of any errors or technical bugs; nor the fact that such errors or bugs can be corrected; nor that the Website will be permanently available without interruption or disruption; nor any malfunction due to any third-party software whether incorporated into this Website or not, whether provided by this Website; nor that any software will be compatible with that of the individual Web User.

To the extent permitted by law, the Editor hereby expressly excludes any responsibility for (1) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and/or (2) any liability for any direct, indirect or consequential loss or damage incurred by the Web User in connection with the use and/or inability to use the Website, any websites linked to the Website and/or any materials posted on it, including, without limitation any liability for (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits or contracts; (iv) loss of anticipated savings; (v) loss of data; (vi) loss of goodwill; (vii) wasted management or office time; (viii) loss and/or damage arising from the Web User's computer being infected by any virus or malicious software; and (viiii) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

While the Editor endeavours to ensure that the Website is available 24 hours a day under normal circumstances, the Editor cannot be held responsible for the Website being offline and/or unavailable because of failure, theft, maintenance, problems with the telecommunications line, power cuts, computer viruses, corrupted files, any similar or related software malfunction or a violation of data, unauthorised access or leak caused by a third party.

In addition, the Editor reserves the right to modify and/or delete the contents of the Website and to suspend or delete Services and Facilities offered by the Tourism Providers at any moment without prior notification to the Web User(s).

The Editor does not guarantee the accessibility, the updates nor the relevance of the contents of this Website.

The websites of any third party, including those of the Tourism Providers, to which this Website provides web links are operated strictly independently and their maintenance is managed by their respective editor(s). Unless expressly otherwise stated, no aspect or content of any of the third party websites is controlled by the Editor.

The use of a third party website will be subject to its own individual Terms and Conditions. The Editor cannot in any case be held responsible for the content of a third party website, nor can the Editor be held responsible for any damage resulting from the use of a third part website.

As the Editor cannot control the third party websites to which this Website might refer or link, the Editor reminds the Web User that these links are provided purely to facilitate the Web User's research; the Editor cannot be held responsible for their content. The Editor cannot therefore be held accountable for any damage arising from the Web User's connection to a third party website even through a web link provided on this Website; it is implicitly understood that the Editor has provided the web link as information only but does not thereby grant any legal rights either to the third part or to the Web User should he or she make use of the web link.

In no way must inclusion on this Website be taken as proof that the Editor either supports, approves of or recommends a third party provider; inclusion on the Website is for the information of the Web User only and gives no implication of the quality of any third party, third party website, Tourism Provider or the quality of their Services and Facilities.

The Forwarding of Personal Data is the only aspect of the Website's function that can be challenged by the Web User. Should the Web User wish to challenge this in any way, it should be done as soon as possible after the event, with the latest possible date being one calendar month after the end of the stay, by addressing a letter to the Editor that must be sent recorded delivery with proof of reception. Should the Web User go beyond

the date of one calendar month after the end of the stay, no claim can be taken into consideration.

The Web User is to be informed that this Website comprises two essential levels:

- one part that is non-secure; in this part of the Website, the Editor does not and will not guarantee the security of the Website or of the server;
- one part that is secure, and in which the Web User gives his or her Personal Data including any required Bank Details.

### **3.2 Concerning the Services and Facilities offered by the Tourism Providers**

It is implicitly understood by the Web User when using this Website that the Editor (being 'Finistère Tourisme, agence de développement touristique') is financially, morally and legally separate from any of the Tourism Providers, each acting independently of the other.

In no way can the Terms and Conditions be seen to constitute a partnership, a commercial association or other similar trading or financial or legal connection between the Editor and the Tourism Providers featured on the Website.

The Web User is informed that each Tourism Provider has undertaken to provide the Editor with the most up-to-date information possible so that this might then be made available to the Web User via the Website.

Nevertheless, the Editor relies on the goodwill of the Tourism Providers, not having any control over the accuracy of the information received, particularly with reference to availability of accommodation.

As a result of this, the Editor cannot be held responsible for the implementation, good or bad, of any of the Services and Facilities in whole or in part, whether this is the fault of the Web User, the Tourism Provider or the fault of an unforeseeable and unavoidable event or impact on said Services and Facilities, or as a result of force majeure.

Any claim relating to Services and Facilities must be addressed directly to the Tourism Provider concerned.

## **4. INTELLECTUAL PROPERTY**

The contents of this Website are protected by copyright and other intellectual property rights known as IPR. Access to the Website does not give the Web User any legal rights to the IPR; the Web User accepts that all IPR in this Website is owned by the Editor or by the Tourism Provider concerned.

The elements of this Website that are accessible to the Web User, particularly in the form of text, photography, images, icons, maps, sounds, videos, music, software, database contents, and other information are all protected by intellectual and industrial property rights as well as by individual rights of the Editor and the relevant Tourism Provider.

The entire content of this Website is protected by the relevant laws and treaties currently in force. The use, reproduction, modification, download, sending, distribution, loan, transfer, sale or publication of any of the contents of this Website in part or in whole is strictly prohibited, unless previously authorised by the Editor or unless for personal, individual use.

The software that enables the use of the Website remains the exclusive intellectual property of its creator.

The use of this software is consequently possible through strict usage conditions, stipulated in the user contract established between the holder of the intellectual property rights and the users.

Unless otherwise explicitly stated in the current document, the Web User cannot in any circumstances reproduce, replicate, modify, transmit, publish or adapt on any format whatsoever, by any means whatsoever or use and exploit in any way the contents of the Website in part or in whole unless he or she has been granted explicitly the right to do so by the Editor.

The Web User is informed that this ban is particularly although not exclusively relevant to the practice of Scrapbooking or the use of robots seeking content to copy and reproduce elsewhere. The Web User is expressly forbidden from using any of the content of this Website for commercial gain.

Any use of the contents of this Website, of any kind, in part or in whole, that did not receive prior consent from the Editor can result in appropriate legal action.

The use of hyperlinks to any part of this Website is expressly forbidden unless with the prior consent from the Editor.

## 5. PERSONAL DATA

In order to make full use of the Website, the Web User will be required to enter his or her Personal Data on the platform that is made available by the Editor for the Tourism Providers to use. This part of the Website is secure.

Personal Data is then Forwarded by the Editor to the relevant Tourism Provider (as selected by the Web User) with the sole purpose of enabling the Tourism Provider to process the request or enquiry as effectively and efficiently as possible.

In accordance with the French Data Protection Act (the *Loi Informatique et Libertés*), the Web User has the right to access, correct and modify his or her Personal Data and can exercise this right by:

- sending a letter to Finistère Tourisme – Agence de développement touristique **OR**
- sending an email to [support.opensystem@finisteretourisme.com](mailto:support.opensystem@finisteretourisme.com)

The Editor undertakes to treat any such request as efficiently as possible; as such requests are treated manually the changes or modifications concerned can take several days to implement.

Once the Personal Data have been Forwarded, the Editor keeps a record of the Personal Data, with the sole purpose of archiving, and only up to a maximum period of five years.

The Personal Data are Forwarded to no-one other than the relevant Tourism Provider(s).

The Editor is not liable in any way for the Tourism Provider's use of Personal Data as the Editor is independent of all the Tourism Providers. Therefore, the Web User is advised to check with the individual Tourism Provider(s) regarding their policies on confidentiality and use of Personal Data.

## **6. GOVERNING LAW**

THESE TERMS AND CONDITIONS ARE SUBJECT TO FRENCH LAW.

ANY DISAGREEMENTS THAT MIGHT ARISE REGARDING THE VALIDITY, INTERPRETATION, IMPLEMENTATION OR NON-IMPLEMENTATION, INTERRUPTION OR CANCELLATION OF THESE TERMS AND CONDITIONS WILL BE SUBMITTED TO MEDIATION IN ACCORDANCE WITH MEDIATION RULES OF THE SERVICE MEDIATEURDUNET.FR THE FORUM FOR INTERNET USAGE RIGHTS, TO WHICH BOTH PARTIES COMMIT TO ABIDE.

## **7. MISCELLANEOUS**

### **7.1 Non renunciation**

The fact that the Editor might choose at any given time not to insist upon the rights accorded by these Terms and Conditions cannot be taken as a sign that the Editor renounces those rights; the Editor has recourse to the current, relevant legal rights at all times.

### **7.2 Elements null and void or illegal**

If any one of the elements of a contract has been declared or considered null and void and/or illegal, the Parties concerned will be freed from any obligations resulting from that element. However, if the rest of the contract has not been affected by the element deemed illegal or null and void, all other elements must be duly honoured in the time permitted by law.