Article 1. Applicability of General Terms and Conditions of Sale

1.1. These terms and conditions of sale apply to all Internet ticket orders (reservations) using the Ariège Tourist Sites website, www.sites-touristiques-ariege.fr, via the Oxygeno interface. SESTA retains the right to adapt or modify them at any time. In such a case, the general terms and conditions of sale in force on the day of the order will be applied.

Article 2. Contractual Relations

2.1. Modifications can be made to the information contained on the Ariège Tourist Sites website and the brochures for the current year. The customer will be informed in advance of any changes once the order has been made.

2.2. The SESTA management team is the customer’s only interlocutor and is answerable for the enforcement of the obligations resulting from these terms and conditions of sale. SESTA cannot be held responsible for damages due to force majeure or the actions of any third party.

2.3. The customer acknowledges that he/she has the legal capacity to contract to the conditions set out in the following conditions of sale: the customer must be over 18 years old, legally capable of entering into contracts and not be under tutelage or legal guardianship. If this is not the case, SESTA reserves the right to cancel the order.

2.4. All orders require compliance to the Niaux cave internal regulations on display in the reception area.

2.5. In accordance with article L 121-20-4 of the French Consumer Code, the services proposed by the Niaux cave, cocktail and tourist services, are not subject to the right of withdrawal specified in articles L 121-20 and the same Code applies on the subject of distance sales.

Article 3. Rates, regulation and availability

3.1. The prices quoted on the SESTA website and brochures for the current year are applicable and include all taxes. They are calculated with reference to the economic conditions in place on the date the rates are determined. They can only be revised after a ticket order is made when a variation occurs in the taxes pertaining to the services offered. In such a case, SESTA retains the right to modify the amount of the order by applying the percentage variation to the element in question.

3.2. Unless otherwise indicated, the total number of places reserved by one person cannot exceed 25 for the same visit.

3.3. Ticket reservations take place in real time.

In this context, our server provides information in real time concerning ticket availability at the time the order is made.

In the event that one type of ticket requested is unavailable, our server will automatically propose the most suitable remaining tickets.

In the shopping basket, the ‘Your reservation’ page allows you to check that the tickets assigned to you correspond with your request.

3.4. Once the ticket order (reservation) is confirmed and paid for, SESTA cannot retrospectively apply occasional reductions or promotional offers.

3.5. All payments must be made in euros with an authorised bank card on the day of booking. Full and immediate payment is required for all orders made on the website. No other means of payment are accepted. SESTA is not responsible for any bank card transaction charges which may be induced by variations in exchange rates or for other reasons.

3.6. The date the ticket order is validated corresponds to the date of the order and the online payment by bank card (law of 3rd March 2000 on electronic signatures).

3.7. All ticket purchase orders signed by the customer with a ‘click’ constitute an irrevocable acceptance with cannot subsequently be challenged. The ‘click’, linked to an authentication and non-repudiation procedure and to protecting the integrity of messages, constitutes an electronic signature. This electronic signature has the same value between the parties as a handwritten signature (Law of 13th March 2000 on electronic signatures).

3.8. The bank card payment is made on the secure banking servers of our partner, PAYBOX. This means that no banking information concerning the customer is transmitted through the SESTA website and the Oxygeno interface. The bank card payment is thus perfectly secure. The customer's order will be saved and validated as soon as the payment is accepted by the customer's bank.

3.9. The customer’s credit card details are encrypted using a TLS (Transport Layer Security) protocol and are never transmitted or unencrypted over the network. The payment is made directly by the bank.

Under no circumstances do SESTA and the Oxygeno interface have access to these details provided during the reservation to inform you of how to proceed.

3.10. SESTA reserves the right to refuse to honour a ticket order from a customer who has not paid for a previous order in full or with whom a legal dispute over payment is under way.

Article 4. Validity of online ticket orders

4.1. Dated online ticket orders (reservations) bought via the SESTA website are only valid for the date specified by the customer during the transaction.

4.2. At the Niaux cave entrance, the customer may be asked to provide a currently valid official document to identify the buyer of the online tickets in question.

4.3. Online ticket orders for children and reduced rate online tickets may be verified at the Niaux cave entrance. If documents justifying the special rate are not forthcoming, SESTA retains the right to request payment of the difference between the special and standard rate on the day of the visit.

4.4. Tickets bought on the SESTA website are only valid for the time period stated on the website. It is not possible to use such tickets on another date. These tickets cannot be returned, exchanged or refunded.

4.5. Reproducing, duplicating and counterfeiting an online ticket is strictly forbidden as is making the tickets available for such ends and using copies of these documents. Such actions will be prosecuted, without prejudice to any damage or interest that SESTA has the right to claim from the offender in virtue of the loss suffered.

4.6. Under no circumstances can SESTA be held responsible for the loss or theft of a ticket order. A duplicate cannot be provided on site.

Article 5. Presentation of online ticket orders

5.1. The proof of purchase received by the customer following his/her reservation must be presented at reception. To enable the barcode to be scanned, this document can either be presented in printed form on white paper or on a portable digital device.

5.2. Printed documents: To obtain the proof of online purchase of tickets bought on the internet (reservations), the document must be printed with an ordinary printer by accessing the internet. The customer must ensure a good quality of printing of a ticket order that corresponds to the conditions of validity described below.

Partially printed, sullied, damaged or illegible documents will not be accepted and will be considered invalid. If the print quality is poor, the customer must reprint his/her online ticket order in order to obtain a good print quality. In order to check that the print quality is acceptable, the customer must ensure that the information shown on the online ticket order and the bar code can be easily read. SESTA accepts no responsibility for any problems that may occur while ordering, processing and printing the online ticket printable by the customer.

Documents displayed on a digital medium. The ‘reservation’ can be presented at the ticket booth on a portable digital device (mobile phone or tablet). For this customer must have downloaded said document beforehand and must ensure that the portable device functions correctly.

The customer should present the document so that the barcode can be scanned directly by the Niaux cave staff. Partially downloaded, damaged or illegible documents will not be accepted and will be considered invalid. SESTA accepts no responsibility for any problems that may occur while ordering, processing or downloading online tickets downloadable by the customer.

5.3. Every printed or downloaded online ticket order (reservation) contains a barcode which will be checked and saved at the Niaux cave entrance using barcode readers. This ensures access to the cave. It is not possible to be admitted at the Niaux cave entrance more than once with the same online ticket (reservation).

5.4. Admission will only be permitted to the first person to present the online ticket order (reservation); this person will be assumed to be the legitimate holder of the ticket. The online ticket orders (reservations) are personal and non-transferable. They cannot be modified, exchanged or refunded except in the case of force majeure.

5.5. Up until the day of the presumed visit, the ticket orders (reservations) will be available online at all times on the website where the customer bought the tickets.

Article 6. Cancellations, refunds, uses

6.1. An entrance ticket to the Niaux cave cannot be refunded even when lost or stolen. Nor can it be returned or exchanged except when SESTA cancels the visit or in the case of force majeure. No ticket duplicates can be provided including in the case of loss or theft.

6.2. Following an announcement from SESTA of the cancellation or modification of a visit for which you have reserved a place, you accept that SESTA can, whenever possible, use the contact details provided during the reservation to inform you of how to proceed.

Article 7. Personal data

7.1. In accordance with the law of 6th January 1978 on computing and freedom, the customer retains the right to access, rectify and oppose the personal data concerning him/her. This right can be exercised by writing to us at the following address including your surname, name and address: Sites Touristiques Ariège, route de Banat, 09400 Tarascon-sur-Ariège.

7.2. The personal data collected by SESTA during an online ticket sale is used exclusively by the ticket office. The addresses are never used for commercial purposes nor passed on to any third party.

Article 8. Customer Services and order tracking

8.1. Our reservation service is at your disposal for further information or questions. Telephone: 05 61 05 50 40. If you are calling from abroad, the number is +33 561055040. Postal address: Service d’Exploitation des Sites Touristiques de l’Ariège, Route de Banat, 09400 Tarascon-sur-Ariège Email: info@sites-touristiques-ariege.fr

Article 9. Miscellaneous provisions

9.1. These special conditions of sale are subject to French law and to competent courts of law.