



## SPECIAL SALES CONDITIONS

### **SERVICE DE RESERVATION & COMMERCIALISATION DE L'OFFICE MUNICIPAL DE TOURISME DE VILLARD DE LANS**

101 place Mure-Ravaud - 38250 Villard de Lans

Tel : +33 (0)4 76 95 51 78 - reservation@villarddelans.com - www.reservation.villarddelans.com

Registered as a travel agency in France under reference IM038110006

Guarantor: APST - 15 avenue Carnot 75017 PARIS Cédex, France

Insurance: SMACL ASSURANCES - 141 avenue Salvador Allende 79031 NIORT Cédex 9, France – contract n° 236709/S

**1- The present contract is subject to the provisions of the Tourism Code** and governed by Law no. 2009-888 of 22 July 2009 on the Development and Modernisation of Touristic Services. The present Special and General Conditions form an integral whole consisting of the written contract drawn up in compliance with the provisions of Article R211-6 of the Tourism Code.

**2-** The reservee can make reservations either directly on the website of the reservation service, or by phone or by making a request by email.

**2.1- In the case of a telephone reservation or a request by email,** the reservation service sends the reservee an option contract which specifies the different services booked, the price and the duration \* of the stay as well as the date of limit of option. The option represents the reservation contract. The return of the signed contract constitutes its acceptance by the reservee and undertakes to comply with the payment of the full amount of the stay according to the Payment Conditions art. 4. A booking fee \*\* will be invoiced and definitively acquired to the OMT Reservation Service. An optional cancellation insurance\*\* is systematically proposed, the client making the reservation may only sign it or reject it during the option stage before having made any payment.

Upon receipt of payment, the reservation service will send a booking confirmation to the reservee.

\* The client signatory of the present contract concluded for an indefinite duration shall in no event invoke any right to maintenance in the locations following provision of the service.

\*\* according to the applicable rates at the time of creation of your file

**2.2- In the case of online reservations with credit card payment,** the reservation is then immediately confirmed. Validation of the payment form constitutes acceptance by the reservee and commits him to comply with the payment of the full amount of the stay according to the Payment Conditions art.4.

The reservee cannot claim to be mistaken about the services purchased because he himself entered the information.

**Right of withdrawal:** For hosting contracts or leisure activities, catering, provided at a determined period, such as tourist packages and accommodation services sold remotely by the Municipal Tourist Office, the consumer does not benefit from a right of withdrawal, pursuant to Article L.121-17-5 °) of the Consumer Code.

### **3- Fares**

Maintenance charges are included in our prices (fixed rate for water, electricity and heating – unless otherwise specified in the descriptive), except for local tourist tax, booking fees and optional insurance premiums which are payable at the moment of booking.

The amount of the tourist tax according to the applicable legislation in the municipality is 0.22 euros to 1.30 euros / night / adult depending on the category of accommodation booked (Free for children under 18)

### **4- Payment conditions:**

Reservation at more than 30 (thirty) days, payment on account of 25%, plus administrative costs and cancellation insurance if subscribed, the balance being paid at least 30 days before the beginning of the holiday.

Reservation less than 30 (thirty) days from the date of the holiday, payment in full of the amount of the contract.

The balance shall be paid at the latest 30 (thirty) days prior to the date of arrival, in the absence of which the client making the reservation shall risk cancellation of his holiday, following receipt of written warning to pay by registered mail with return receipt if payment is not received by the OMT reservation service within 15 (fifteen) days after the mailing of the registered letter.

In case of last-minute booking (less than 15 days before the date of arrival), credit card shall be the only way of payment accepted.

The costs of payment, if any, by bank transfer or foreign cheque shall be charged to the client making the reservation.

Payment by banker's draught must be made at least 30 (thirty) days before the date of the holiday.

### **5- Modification or cancellation on the customer's initiative:**

#### **5.1- Modification:**

Requests for file modifications must be send in writing to the reservation service. The acceptance of the reservation service results from the sending of a new contract (no correction carried directly by the customer on the contract sent by the booking service will be considered). The modifications are in no way suspensive of the settlement conditions of the initial contract.



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Any change in the date of stay or accommodation and or additional services requested by the customer after the payment of the first deposit constitutes a cancellation of his initial order (resulting in the application of cancellation fees art.5.2) and registration of the new order under the conditions described above.

### 5.2- Cancellation:

In case of cancellation, the customer must inform the reservation service in writing.

- . Cancellation between the date of signature on the contract and the 21st day preceding the beginning date of the stay: 25% of the total amount of the holiday shall be withheld.
- . Cancellation between the 20th and 15th preceding the beginning date of the stay: 65% of the total amount of the stay shall be withheld.
- . Cancellation between the 14th day preceding the beginning date of the stay and the day of the stay: 100% of the total amount of the holiday shall be withheld.

In the event of failure to appear, no reimbursement will be possible

In case of non-compliance of the payment deadlines, the down-payments will be kept as compensation.

**5.3- Breaking-off of your holidays:** In the event of interruption of the holiday by the client, no reimbursement will be made.

In all cases, the OMT shall retain the administrative costs and the cost of the cancellation insurance, if subscribed.

### 6 - Modification or cancellation on a service provider's initiative:

If external circumstances compel us to do so, La Booking Service could be forced to modify or cancel your booking. In case of an essential modification or cancellation of the booking, the customer shall whether put an end to his/her booking and then claim for a refund, or agree the modification offered by signing an amendment to the contract. This must be made within 8 days after being informed by post mail or by e-mail. In the absence of answer within this deadline, the customer shall be considered as refusing the modification.

In the case of the booking of an Activity service, if the provider is obliged to cancel the service before the Customer has started the activity, a postponement of the activity will be proposed.

**7- Insurance Cancellation.** An optional cancellation insurance policy shall be systematically proposed; the client making the reservation may only sign it or reject at the option stage, before making any payment.

**IMPORTANT:** the fact of subscribe to the Insurance Cancellation does not guarantee the compensation of all or part of the stay in case of cancellation. Also, we advise you to read the repayment term of the Insurance Cancellation below.

**8- Hotel tax:** Hotel tax, not included in the price of the reservation, is in force in the municipality. It is payable on the spot, with the hotel operator or with the OMT reservation service (deliberation - 22/09/2016)

**9- Conditions peculiar to hotels:** All prices are to be understood as including service. The prices have been calculated based on the family composition communicated upon making the reservation. In the absence of indication to the contrary, they do not include drinks served with meals. When a client occupies a single room designed for two persons, he will be invoiced a supplement known as the "single room supplement".

The in-house regulations of the hotel will apply to all reservations.

**10- Conditions peculiar to furniture:** All apartments are designed for the capacity defined in the confirmation [e]mail. The hotel operator shall be entitled to reject the reservation for every unexpected additional person. The payment on account of an amount fixed by the hotel operator shall be indicated on the contract of reservation and will be demanded upon arrival. All breakage and wear and tear, as well as all discrepancies compared to the inventory, if any, as well as any cleaning costs if the location has not been left in correct condition, will be deducted from the purchaser's security deposit. The security deposit will be returned to the purchaser at the latest one month by the hotelier after your departure. The prices do not include:

- cleaning, supply of blankets and household linen (in the absence of indication to the contrary in the reservation service proposal), hotel tax.

For rentals, an inventory will be drawn up in the presence of both parties by the Lessee and owner or his representative upon [the Lessee's] arrival and departure from the building. This inventory shall constitute the sole reference in the event of dispute concerning the condition of the premises.

**11- Camp grounds:** Reservations for mobile homes only are made to the exclusion of other emplacements to be reserved directly from the camp grounds. All reservations shall be governed by the in-house regulations of the camp ground.

**12- Complaints, Litigation:** In case of complaint or difficulty encountered during your stay, you have the obligation to notify it immediately to the service provider on the spot, so that a solution can be quickly found.

Any complaint concerning a service provider shall be written and sent to the OMT by registered letter with acknowledgement of receipt, at the latest 15 days after you leave. Any complaint made after this deadline shall not be considered.

All disputes relating to the application of the present conditions shall be laid before the competent jurisdiction.



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The reservation service cannot be held liable for total or partial non-performance of services ordered or total or partial non-compliance with the obligations stipulated in these General Sales Conditions, in the presence of fortuitous events, cases of force majeure, improper performance, errors committed by the Customer, or unforeseeable and insurmountable events by a third party not normally involved in the provision of the Services.

In the same way, the reservation service is not responsible for the performance of the services by the partners.

**13- Linguistic divergences:** In case of divergences occurred on the translated version of the General Sales, only the text of the General Sale Conditions written in French will prevail

### 14 - SPECIFIC CONDITIONS FOR GROUPS AND SEMINARS - CONGRESSES

**14.1- Modification of the stay at the request of the client:** Any modification of an element of the stay **15 days before the beginning of the stay** will be charged 5% of the amount of the modified services.

These costs are not reimbursed by the cancellation insurance.

**14.2- Modification / addition of services during the stay:** The costs incurred will be at the expense of the participants and paid directly to the provider concerned.

In the event of non-payment, the OMT would not be held responsible for the non-fulfilment of the modified services during the stay.

**14.3- Group reduction:** If the client notifies the group service of a group reduction 45 days before the beginning of the stay, the group service undertakes to seek an appropriate solution with the client (cohabitation with another group, change of accommodation). A new contract will be established.

If the group service is not notified of the group reduction, within the time limit mentioned, two cases arise:

- The number of participants present represents more than 80% of the expected number of participants: invoicing the number of participants only
- The number of participants present represents - 80% of the expected number of participants: billing of 80% of the projected total required

It should be noted that certain service contracts (Activities, Transport, Accommodation) stipulate a minimum number of participants. These constitute the basis of invoicing the group's file.

**14.4- Congresses, payment terms:** payment of the totality of the file upon making the reservation – Payments accepted by bank card only.

## GENERAL SALES CONDITIONS

### Article R211-3

Created by Decree no. 2017-1871 of 29 December 2017 - Art. 2

Any offer and any sale of the services referred to in Article L. 211-1 shall give rise to the delivery of appropriate documents that meet the rules set out in this Section.

### Article R211-3-1

Created by Decree no. 2017-1871 of 29 December 2017 - Art. 2

The exchange of pre-contractual information or the making available of the contractual conditions must be carried out in writing. The information may be exchanged electronically. The name, address and company name of the organizer or retailer must also be mentioned, as well as an indication of his inscription in the register mentioned under Article L. 141-3 or, if applicable, the name, address and an indication of registration with the federation or association mentioned in the second paragraph of Article R. 211-2.

### Article R211-4

Created by Decree no. 2017-1871 of 29 December 2017 - Art. 2

Before concluding a contract, the organiser or retailer shall provide the traveller with the following information:

1. the main characteristics of the travel services:

- (a) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
- (b) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections. Where the exact time is not yet determined, the organiser or retailer shall inform the traveller of the approximate time of departure and return;
- (c) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
- (d) the meal plan;
- (e) visits, excursions or other services included in the total price agreed for the contract;
- (f) where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;
- (g) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out;



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(h) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;

2. the trading name and geographical address of the organiser or retailer, as well as their telephone number and, where applicable, e-mail address;
3. the total price inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear;
4. the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller;
5. the minimum number of persons required for the trip or holiday to take place and the time-limit, referred to in Article L. 211-14(III), before the start of the trip or holiday for the possible cancellation of the contract if that number is not reached;
6. general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
7. information that the traveller may cancel the contract at any time before the start of the trip or holiday in return for payment of an appropriate cancellation fee, or, where applicable, the standardised cancellation fees requested by the organiser or retailer, in accordance with Article L. 211-14(I);
8. information on optional or compulsory insurance to cover the cost of cancellation of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

With reference to packages as defined in Article L. 211-2(II)(A)(2)(e), the organiser or retailer and the trader to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract, the information set out in this Article in so far as it is relevant for the travel services they offer.

The form communicating the information listed in this Article to the traveller shall be laid down by joint order of the Minister for Tourism and the Minister for Economic Affairs and Finance. This joint order shall specify the minimum information that must be provided to the traveller when the contract is concluded by telephone.

### Article R211-5

Created by Decree no. 2017-1871 of 29 December 2017 - Art. 2

The information referred to in Article R. 211-4(1), (3), (4), (5) and (7) and provided to the traveller shall form part of the contract and may be changed only under the conditions set out in Article L. 211-9.

### Article R211-6

Created by Decree no. 2017-1871 of 29 December 2017 - Art. 2

In addition to the information specified in Article R. 211-4, the contract must include the following information:

1. the special requirements of the traveller which the organiser or retailer has accepted;
2. information that the organiser and retailer are responsible for the proper performance of all travel services included in the contract in accordance with Article L. 211-6 and that they are obliged to provide assistance if the traveller is in difficulty in accordance with Article L. 211-17-1;
3. the name of the entity in charge of insolvency protection and its contact details, including its geographical address;
4. the name, address, telephone number, e-mail address and, where applicable, the fax number of the local representative of the organiser or retailer, of a contact point or of another service which enables the traveller to contact the organiser or retailer quickly and communicate with him efficiently, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the trip or holiday;
5. information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the trip or holiday in accordance with Article L. 211-16(II);
6. where minors, unaccompanied by a parent or another authorised person, travel on the basis of a contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;
7. information on available in-house complaint handling procedures and on alternative dispute resolution mechanisms and, where applicable, on the entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council;
8. information on the traveller's right to transfer the contract to another traveller in accordance with Article L. 211-11.

With reference to packages as defined in Article L. 211-2(II)(A)(2)(e), the trader to whom the data are transmitted shall inform the organiser or retailer of the conclusion of the contract leading to the creation of a package. The trader shall provide them with the information necessary to comply with their obligations as an organiser. As soon as the organiser or retailer is informed that a package has been created, they shall provide the information referred to in points 1. to 8. to the traveller on a durable medium.

### Article R211-7

Created by Decree no. 2017-1871 of 29 December 2017 - Art. 2

A traveller may transfer his or her contract to a transferee who satisfies the same conditions as the traveller in order for the transferee to undertake the trip or holiday, provided that the contract has not yet produced any effects.

Unless more favourable provision is made, the transferor shall be required to inform the organiser or retailer of



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his/her decision by any means capable of producing an acknowledgement of receipt no later than seven days before the start of the trip. Under no circumstances shall this transfer be subject to prior authorisation by the organiser or retailer.

### Article R211-8

Created by Decree no. 2017-1871 of 29 December 2017 - Art. 2

Where the contract includes an explicit possibility of price revision, within the limits laid down in Article L. 211-12, it shall specify the calculation methods for price changes, whether increases or decreases, in particular with regard to the transport costs and related charges, the currency or currencies that could have an impact on the price of the trip or holiday, the part of the price to which the change applies, and the exchange rate of the

currency or currencies taken as the reference when the price specified in the contract was established.

In the event of a price decrease, the organiser or retailer shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser or retailer shall provide proof of such administrative expenses.

### Article R211-9

Created by Decree no. 2017-1871 of 29 December 2017 - Art. 2

Where, before the traveller leaves, the organiser or retailer is obliged to alter one of the essential components of the contract, if the organiser or retailer is unable to meet the specific requirements referred to in Article R. 211-6(1) or if there is a price increase of more than 8 %, they shall inform the traveller without undue delay in a clear, comprehensible and readily visible manner on a durable medium of the following:

1. the proposed changes and, where appropriate, their impact on the price of the trip or holiday;
2. the reasonable period within which the traveller has to inform the organiser or retailer of his decision;
3. the consequences of the traveller's failure to respond within the prescribed period;
4. where applicable, the other arrangements offered and their price.

Where the changes to the contract or the substitute arrangements result in a trip or holiday of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

If the contract is cancelled and the traveller does not accept other arrangements, the organiser or retailer shall refund all payments made by or on behalf of the traveller as soon as possible and in any event not later than 14 days after the contract is cancelled, without prejudice to compensation pursuant to Article L 211-17.

### Article R211-10

Created by Decree no. 2017-1871 of 29 December 2017 - Art. 2

The organiser or retailer shall provide any refunds required under Article L. 211-14(II) and (III) or, pursuant to Article L. 211-14(I), reimburse any payments made by or on behalf of the traveller minus the appropriate cancellation fee. Such refunds shall be made to the traveller as soon as possible and in any event not later than 14 days after the contract is cancelled.

In the case provided for in Article L. 211-14(III), the additional compensation that the traveller may receive shall be at least equal to the penalty he/she would have had to bear if the cancellation had been made by the traveller on that date.

### Article R211-11

Created by Decree no. 2017-1871 of 29 December 2017 - Art. 2

The assistance provided by the organiser or retailer in application of Article L. 211-17-1 shall consist in particular in:

1. providing appropriate information on health services, local authorities and consular assistance;
2. assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

The organiser or retailer shall be able to charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs incurred by the organiser or retailer.'