



## VAL THORENS RESERVATION GENERAL SALES CONDITIONS

### **1/ RESERVATIONS:**

VAL THORENS RESERVATION will send you an option contract detailing the different services reserved, the price of the holiday as well as the date on which the option expires.

The descriptions and pictures are not contractual. Please verify that the description of the services reserved correspond to those required and confirm your reservation with VAL THORENS RESERVATION before the option expires by returning a signed copy of the contract along with a deposit of 30% of the total sum of the holiday.

The confirmation of the reservation, which resumes the essential elements, such as the identification of the service and the price, will be sent to you, by e-mail for a maximum deadline of 1 working day. All our offers are subjected to availability.

VAL THORENS RESERVATION reserves itself the right to correct any price error on its web site and/or on the reservations/option showing an erroneous price. In such circumstances, VAL THORENS RESERVATION shall propose you, if possible, to keep your reservation and to pay the rectified price or to accept an alternative proposed by VAL THORENS RESERVATION or to cancel your reservation without penalty.

VAL THORENS RESERVATION is not obliged to supply services with an incorrect or inferior price, even if you received a confirmation of reservation via e-mail.

If no deposit is received before the option expires, then the option will automatically be cancelled.

The outstanding amount is due 30 days before arrival.

If payment is not received within the correct deadline, VAL THORENS RESERVATION has the right to consider that the reservation has been cancelled by the client and to apply the appropriate penalties as marked under 2 below.

For late bookings (under 30 days before arrival) the signed contract must be returned along with full payment for the holiday.

For last minute bookings (under 7 days before arrival), only payment by credit card will be accepted.

After receiving full payment for your holiday, VAL THORENS RESERVATION will send you a voucher which must be presented to your accommodation provider on arrival.

For accommodation rentals, a breakage deposit will be required on key collection. If there is no breakage deposit provided, the accommodation provider may not allow you to enter the accommodation. The breakage deposit will be returned at the latest 1 month after your departure and after any extra services have been paid and after the deduction of any monies charged for damage caused.

The article 121-20-40 in the French « code de la consommation » states that the right of the consumer to change his mind for 7 days after a sale on the internet does not concern online sale of travels, all included or not, neither concerns the online sale of tourist services.

Any reservation or payment which would be irregular, ineffective, incomplete or fraudulent for an attributable motive to the client, will result of the cancellation of the reservation at the expense of the client, without prejudice to any civil or penal action against the latter.

VAL THORENS RESERVATION reserves the right to cancel any reservation if VAL THORENS RESERVATION has good reasons for believing that it is fraudulent. In this case, VAL THORENS RESERVATION will try to get in touch with you by using the phone number and the e-mail address which you will have communicated on your reservation form.

If VAL THORENS RESERVATION is not capable of getting in touch with you, the reservation will be cancelled without commitment of responsibility of VAL THORENS RESERVATION.

In an effort to reduce the effects of the credit card fraud, VAL THORENS RESERVATION reserves the right to control and can ask you to transmit by mail or by e-mail a documentary evidence of your mailing address, electricity charges or any other document giving evidence of your place of residence as well as a copy of the credit card and the recent statements made before your reservation.

### **2/ MODIFICATION OR CANCELLATION:**

#### **A/ Modification by the client:**

Any confirmed dossier changes must be notified in writing.

The only modifications accepted are those marked on a new contract sent by VAL THORENS RESERVATION. (No corrections made directly by

the client on VAL THORENS RESERVATION document will be taken into account).

The modifications do not, in any circumstance, change the payment conditions for the balance. All changes to the holiday date or to the accommodation originally booked by the client constitutes a cancellation of the initial booking (along with the charges that this implies) and the booking of a new order.

The booking of a new order is liable to the individual sales conditions and will depend on the number of places available.

All changes to one of the services in the file will be charged at 15 € TTC.

### **B/ Cancellation by the client**

All full cancellation of a confirmed file must be notified to VAL THORENS RESERVATION by registered letter or by fax, the date of receipt counting as the cancellation date.

For all cancellations up to 30 days before the arrival date, 30% of the total cost of the holiday will be charged i.e. the full amount of the deposit.

For all cancellations between 29 and 16 days before the holiday starts, VAL THORENS RESERVATION has the right to ask the client for a payment equalling 50% of the total holiday cost. This payment increases to 75% for all cancellations between 15 and 8 days before the holiday starts.

For all cancellations under 8 days before the holiday starts, the full amount of the holiday cost will be due by the client.

If the client has bought a cancellation insurance through VAL THORENS RESERVATION and if the reason for the cancellation is covered by the insurance company's guarantees, the client may ask for the sums paid to be reimbursed exclusively to the insurance company.

In all circumstance, the file fees and the cancellation insurance premium will be kept by VAL THORENS RESERVATION.

### **C/ Interruption of the holiday:**

If the holiday is cut short, the client will not receive any repayments unless he has bought a cancellation insurance which covers the client's particular case.

### **3/ INSURANCE:**

VAL THORENS RESERVATION offers clients the possibility to purchase an insurance (3% of the total amount) which covers cancellation of the bookings in the following circumstances. (PM

CONSEIL INSURANCE COMPANY 11 PLACE DU MARCHÉ COUVERT – BP4 – F 91222 BRETIGNY SUR ORGE CEDEX).

Once you have taken out the cancellation insurance it is not possible to cancel it.

This policy guarantees:

**Definition: The insured is the reserver of the stay, his or her spouse or concubine, their relatives in the ascending or descending lines, sons in law, daughters in law, brothers, sisters or persons mentioned or designated.**

1 - Coverage: property damage as a result of fire, explosion, water damage, within a limit of EUR 15 245.2 - Glass coverage within a limit of EUR 2 287 including EUR 137 for temporary closing costs. Absolute excess of EUR 46 per claim. 3 - Other damage to property rented belonging to the owner: within a limit of EUR 2 287 for all damage occurring during the stay period. Absolute excess of EUR 46 per claim. 4 - Civil liability – Within a limit of EUR 1 524 490 for every liability of the renter to the owner within a limit of EUR 457 347 for neighbour and third party claims.

### **CANCELLATION INSURANCE:**

Refund of amounts paid for the price of the stay after deducting the insurance premium, including the related rental services, which the Insured should pay in the event of cancellation as a result of the following events:

1- Insured's serious disease, serious injury or death, Serious disease or injury is to be understood as any alteration of the health or any bodily injury preventing the Insured from leaving the home or hospital where the Insured is being treated on the date of departure as proven by a work leave certificate or doctor's certificate indicating the above-mentioned prevention or preventing the practice of the main activity of the stay.

Relapses or previous sicknesses or injuries are covered provided the sickness or accident did not arise in the MONTH preceding the reservation date. Regarding Sickness/Accident events involving the Cancellation coverage, the Insured shall give access to his medical records to the Company's doctor, failing which no guarantee will be effective.

2- Fire, explosion, theft, water damage or natural event resulting in significant damages at the Insured's home and occurring prior to his departure or during the stay and requiring his presence on the site of the event or at his second home or company.

3- Prevention from taking possession of the rented property as a result of the dismissal or transfer of

the Insured, provided the date of the event is after the reservation date

EXCLUSION: Dismissal for serious misconduct.

4- Prevention from reaching the resort by road, railroad, plane on the date of the beginning of the stay and within the following 48 hours: as a result of roadblocks, strikes, floods or natural events preventing traffic, certified by the relevant authority, Insured's car accident, theft or attempted theft of the Insured's vehicle within one month before the stay beginning date.

5- As a result of changes in the Insured's holiday dates by the Insured's employer.

6- Call up to the Court, notice for a medical examination or expertise.

#### **IN THE EVENT OF A STAY INTERRUPTION OR ENTRY POSTPONING:**

The refund of the stay price shall be calculated in proportion of the time unused as a result of the interruption, resulting from any of the events listed in the Cancellation coverage - & 1, 2, 3, 4, 5, 6.

#### **SPECIFIC CANCELLATION EXCLUSIONS:**

It is agreed that the coverage shall not be effective in any of the situations specified below:

Sickness or accident that the Insured is aware of upon reserving, resulting in treatment during the month before the rental reservation date.

Pregnancy except for any complications due to that condition, miscarriage, birth and consequences, within one month before the effective reservation date.

For thermal treatment, need for aesthetic treatment (except as a result of an accident or illness), psychiatric or psychotherapeutic treatment, including nervous breakdown.

Sickness or accident due to alcoholism, drunkenness, use of non-medically prescribed medicines, drugs, narcotics.

Accident caused by the practice of sport: flying, bobsleigh, skeleton, mountain climbing, ice hockey, car sports, scuba-diving.

#### **4/ RESPONSABILITY:**

VAL THORENS RESERVATION is in no case responsible for incidents to the holiday, accommodation or the services offered during the holiday caused by force majors or by someone outside the organisation.

The client must insure himself against rental risks, stealing, fire, water damage.

#### **5/ PROBLEMS:**

All problems concerning a holiday must be sent to VAL THORENS RESERVATION by registered mail no later than 8 days after the end of the holiday.

If a client does not take advantage of one or several services included in the package, no reimbursement or any other sort of compensation will be offered by VAL THORENS RESERVATION.

In the case of a dispute, only the Tribunal de Grande Instance d'Albertville (Magistrate's Court) is competent to judge the affair. (73200)

6/ The information provided is electronically processed to manage your subscription. The data is used by ourselves, as well as our partner, Val Thorens Tourist Office as well as this contract's partners who may send you information about the resort from time to time. According to the French Data Protection Act of January 6th 1978, updated in 2004, you have the right to access or change your personal data by writing to VAL THORENS RESERVATION –Maison de Val Thorens – 73440 VAL THORENS - reserver@valthorens.com. You may also request for your personal information not to be electronically processed, due to extenuating circumstances. If you do not wish to share your information with Val Thorens Tourist Office, please tick here  and send us back this document.

#### **7/ THE CLUB VAL THORENS:**

Every reservation made through VAL THORENS RESERVATION will result in a free registration to The Club Val Thorens. You will receive an e-mail of membership as well as an attachment of the General Using Terms of The Club Val Thorens. You have the possibility of unsubscribing you on simple request sent via e-mail to: reserver@valthorens.com