

TERMS AND CONDITIONS OF SALE

Updated on 19/08/2022

BACKGROUND

The present general terms and conditions of sale (hereinafter referred to as "T&Cs") determine the rights and obligations of the Parties in the context of the online sale of the Services marketed by LES 3 VALLEES TRAVEL , on the booking Site, accessible from the URL addresses: "www.reservation.les3vallees.com".

The present general conditions of sale are concluded between:

- Les 3 VALLEES TRAVEL, a company, registered in the Trade and Companies Register under the SIRET number 898 209 846, registered in the Register of Travel and Holiday Operators under the number IM0732200002, having taken out professional liability insurance with HISCOX SA, 38 avenue de l'Opéra, 75002 Paris (agrement n° HA RCP0337398), as well as a financial guarantee with Groupama Assurance-crédit, 132, rue des Trois Fontanot 92000 Nanterres (agrement n° 4000717752/0), in application of article L. 211-18 II of the French Tourism Code, with an intra-community VAT number FR08898209846, whose registered office is located at L'Annexium, 318 avenue des Belleville, 73600 MUTIERS, FRANCE;

AND

- any natural person or legal entity (hereafter "the Client"), wishing to make a remote purchase of one or more services (hereafter "the Order") marketed by LES 3 VALLEES TRAVEL on the Booking Site.

It is agreed that the relationship between the Seller and the Client is exclusively governed by the present T&Cs. The T&Cs are enforceable against the Client who acknowledges having been made aware of them and having accepted them before placing an Order.

SUMMARY

CLAUSE 1 – DEFINITIONS	4
CLAUSE 2 – PURPOSE	5
CLAUSE 3 - MANDATORY PRE-CONTRACTUAL INFORMATION	6
CLAUSE 4 – OFFERS	6
CLAUSE 5 - BOOKING	6
CLAUSE 6 – PRICE OF SERVICES	8
6.1. Price	8
6.2. Handling fee	8
6.3. Concierge services	9
6.4. Modification of price	9
CLAUSE 7 - METHODS AND TERMS OF PAYMENT	9
7.1. Means of payment	9
7.2. Security of payment/anti-fraud.....	10
7.3. Terms of payment	10
7.4. Payment by 4 instalments without charges	10
7.5. Failure to pay	10
CLAUSE 8 – RIGHT TO WITHDRAW.....	11
CLAUSE 9 - ACCOMMODATION AND STAYS.....	12
9.1. Arrival and departure	12
9.2. Security deposit and inventory	12
9.3. House rules and cleaning	13
9.4. Descriptions and photographs	13
9.5. Classification of accommodation	13
9.6. Domestic pets.....	13
CLAUSE 10 - SKI LIFTS, SKI EQUIPMENT, SKI SCHOOLS.....	13
CLAUSE 11 - INSURANCE	14
11.1. Cancellation insurance	14
11.2. Specific cancellation cases.....	14
CLAUSE 12 – CONDITIONS RELATING TO CANCELLATION.....	15
12.1. Cancellation by the Client or the Beneficiary.....	15
12.2. Cancellation by the Seller	16
12.3. Exceptional and unavoidable circumstances	17

CLAUSE 13 - MODIFICATIONS.....	17
13.1. Modification by the Client.....	17
13.2. Modification by the Seller	18
CLAUSE 14 – TERMINATION OF THE CONTRACT.....	18
CLAUSE 15 – RESPONSABILITY.....	18
15.1. Responsibility of LES 3 VALLEES TRAVEL	18
15.2. Insurance and financial guarantee of LES 3 VALLEES TRAVEL	19
15.3. Assistance	19
CLAUSE 16 – TRANSPORT CONDITIONS	19
16.1. General	19
16.2. Responsibilities.....	19
16.3. Failure to register	20
CLAUSE 17 –ADMINISTRATIVE FORMALITIES.....	20
17.1. Administrative formalities for entering France	20
17.2. Health formalities.....	20
17.3. Minors	21
CLAUSE 18 – DATA PROTECTION.....	21
18.1. Data collected.....	21
18.2. Purpose of data collection.....	21
18.3. Identification of persons authorised to access the data	22
18.4. Data storage	22
18.5. Rights of the person about whom data is collected.....	22
CLAUSE 19 –INTELLECTUEL PROPERTY.....	23
ARTICLE 20 – ARCHIVES.....	23
CLAUSE 21 – MODIFICATION OF T&Cs	23
CLAUSE 22 – CLAUSES OF THE T&Cs.....	23
CLAUSE 23 : APPLICABLE LAW– CLAIMS – MEDIATION – LITIGATION	23
23.1. Applicable law	23
23.2. Claims	24
23.3. Mediation	24
23.4. Litigation.....	24
CLAUSE 24 – SPECIAL CONDITIONS APPLICABLE TO FURNISHED RENTALS	24
24.1. Presentation of the rental offers.....	25
24.2. Prices	25

24.3. Arrival and departure	25
24.4. Inventory and security deposit.....	26
24.5. Accommodation capacity	26
24.6. Rental period	26
24.7. Rental conditions.....	26
24.8. Responsibility	27
24.9. Rental risks and liability.....	27
24.10. Natural and technological risks	27
CLAUSE 25 : FORMS AND STANDARD INFORMATION	27

CLAUSE 1 – DEFINITIONS

The terms and expressions used in these T&Cs, the first letter of which is a capital letter, have the meaning given below:

Cancellation	refers indiscriminately to the resolution or cancellation of the Booking. It is carried out under the conditions and according to the methods defined in the present Terms and Conditions of Sale;
Beneficiary	means the person(s) indicated as the beneficiary(ies) of the Service(s);
Voucher	means the document sent to the Client by e-mail when the Order is validated, given by the Client to the Seller or Partner Service Provider in payment for the Service chosen at the time of purchase. The Voucher includes: the Client's name as given at the time of purchase on the Website, the nominal value of the Voucher, its date of purchase, the name of the Service;
T&Cs	means these general terms and conditions of sale ;
Client	means any individual or legal entity having the status of "consumer" or "non-professional" within the meaning of the French Consumer Code, or of "client" within the meaning of the French Tourism Code, who books and/or purchases one or more Services offered by LES 3 VALLEES TRAVEL on the booking Site. The Client may or may not be the Beneficiary of the Service. If he/she is not a Beneficiary, it is his/her responsibility to ensure that each of the Beneficiaries is able to take part in the Event before making a Booking;
Quote	means the document issued by LES 3 VALLEES TRAVEL and sent to the Client summarising the Client's Booking and specifying the main characteristics of the Services;
Tourism package	means the service resulting from the combination of at least two different types of travel services for the purposes of the same journey or holiday stay, exceeding twenty-four hours or including an overnight stay, as defined in II of Article L. 211-2 of the Tourism Code ;
Modification	means the modification of all or part of the Booking. It is carried out under the conditions and according to the terms defined in the present general conditions of sale;

Option	means any optional product or service that the Client may subscribe to when making a Booking ;
Service Provider Partner	means any third party supplier of the Service(s), within the framework of the execution of the Booking, namely in particular rail carriers, airlines, taxi companies, car rental companies, accommodation providers, ski lift companies and the insurance company(ies) selected by LES 3 VALLEES TRAVEL ;
Service(s)	refers indiscriminately to any service offered for sale online by LES 3 VALLEES TRAVEL, in particular accommodation services, transport services (supply of plane and train tickets, ordering taxis), vehicle rental, furnished tourist accommodation, ski lift passes, ski equipment, ski lessons, insurance services relating to travel services, related travel services and tourism packages, as these terms are defined in article L. 211-2 of the Tourism Code, or any other service provided by LES 3 VALLEES TRAVEL or the Partner Providers;
Related Travel Service	means the combination of two or more different types of travel services purchased for the same journey, covering at least twenty-four hours or one overnight stay, not constituting a package and involving the conclusion of separate contracts with individual travel service providers, if a trader facilitates : 1° In the course of a single visit to or contact with his point of sale, the separate choice and separate payment of each travel service by travellers, or 2° In a targeted manner, the purchase of at least one additional travel service from another trader where the contract with that other trader is concluded no later than twenty-four hours after the confirmation of the Order for the first travel service ;
Booking	means any order, booking and/or purchase of one or more Services, made by the Client, with LES 3 VALLEES TRAVEL on the booking Site;
Booking website	refers to the booking site accessible at the URL address " www.reservation.les3vallees.com ", on which LES 3 VALLEES TRAVEL offers its Services for sale online. This site is hosted on the platform developed by the company ORCHESTRA, SAS with a capital of €210,410, whose registered office is located at 38 avenue de l'Opéra - 75002 Paris - France, registered with the Paris Trade and Companies Register under number B 430 226 639 - APE 6201 Z.
Seller	means LES 3 VALLEES TRAVEL , offering the Services for sale, on the Booking Site.

CLAUSE 2 – PURPOSE

These T&Cs apply, without restriction or reservation, to the online sale of

- Services marketed by the Seller on the Booking Site to Clients;
- “packaged” offers including several services and/or products marketed by the Seller, where applicable, jointly with one or more Service Provider Partners.

The sale of Services is governed by Title I of Book II of the Tourism Code relating to the organisation of the sale of travellers and holidays.

The T&Cs constitute, together with the confirmation e-mail, the travel documents and the Voucher(s) corresponding to the Services purchased, the contractual documents binding on the parties, to the exclusion of any other catalogue or prospectus presenting the Services, which have only an indicative value. The photographs and illustrations are only indicative and have no contractual value.

Confirmation of the Order shall entail acceptance by the Client of the T&Cs in force on the date of the Order, which shall be kept and reproduced by the Seller in accordance with Article 1127-1 of the French Civil Code.

CLAUSE 3 - MANDATORY PRE-CONTRACTUAL INFORMATION

The Client acknowledges having received communication, prior to placing the order and/or concluding the contract, in a legible and comprehensible manner, of the present General Terms and Conditions of Sale and of all the information listed in article L. 221-5 of the French Consumer Code as well as in article R. 211-4 of the French Tourism Code.

In particular, the Client acknowledges having received the following information in a clear and comprehensible manner prior to the confirmation of the booking and the conclusion of the contract

- the destination, the essential characteristics and the tourist category of the accommodation
- the total price of the Booking and the terms of payment;
- the cancellation conditions;
- the services included in the price of the Booking;
- the possibility of taking out an insurance policy covering certain cases of cancellation.

The Client is informed that he/she may purchase the Services offered on the Booking Site, either in the form of a stand-alone service or a Tourism Package and benefit from the corresponding rights detailed in the respective standard forms accessible before payment and reproduced in article 25 of these T&Cs.

CLAUSE 4 – OFFERS

The Seller's offers are valid, unless otherwise specified, as long as they appear on the Booking Site and within the limits of the availability mentioned on the day of the Order.

The Client's acceptance of the offer is validated by the confirmation of the order, which takes place at the end of the booking process defined in article 5 of these T&Cs.

CLAUSE 5 - BOOKING

The Client may book the Services marketed by the Seller:

- either directly on the Site accessible from the URLs: "www.reservation.les3vallees.com";
- or by telephone, by contacting the number 04.79.00.50.00, available :
 - o **April to August:** Monday to Friday from 9:00 am to 12:00 pm and from 2:00 pm to 5:00 pm (Time zone: GMT+2 (Europe/Paris, CEST) ;
 - o **September to November:** Monday to Saturday from 9am to 12pm and from 2pm to 6pm, except on public holidays (Time zone: GMT+2 (Europe/Paris, CEST) ;
 - o **December to March:** Monday to Saturday from 9am to 1pm and from 2pm to 6pm, Sunday from 9am to 12pm, except public holidays (Time zone: Europe/Paris, Central European time).

Only bookings for Services whose availability has been confirmed by the Seller are binding. The sales contract is then deemed to be formed.

For all telephone bookings, the Seller provides the Client, on a durable medium, with the quotation, as well as the rental or reservation contract, to which these T&Cs are attached, including the information provided for in Article L. 221-5 of the French Consumer Code and Article R. 211-4 of the French Tourism Code.

- **STEP 1 - TRAVEL OFFER - PRIOR INFORMATION**

- The Client chooses the Service offered on the Website.
- The Client selects the date, the city of departure if applicable, the duration, the time of booking, the number of Beneficiaries, and then validates a quote request;

- **STEP 2 – THE QUOTE**

- When the Service is still available, the corresponding quote is displayed on the screen;
- The Client may select one or more options; it will no longer be possible to subscribe to them after the Order has been placed;
- The Client may modify the quote according to the choices offered, and then validate the quote.

- ❖ **STEP 3 – PERSONAL DATA**

- The Client shall provide his contact details as well as the names, marital status and, if applicable, the ages of the Beneficiaries, as shown on the identity documents;
- The contact details provided by the Client shall be used to conclude the sales contract and to send the documents relating to the Order. In this respect, the Client is invited to carefully check the information provided;
- In order to continue with the Booking, the Client must read the compulsory pre-contractual information, the General Terms and Conditions of Use of the Booking Site and the General Terms and Conditions of Sale, and accept them by ticking the box provided for this purpose;

- ❖ **STEP 4 : PAYMENT AND CONFIRMATION**

- The Client checks the information provided in the Order summary;
- The Client selects their payment method from those offered;
- To confirm their Order, Clients shall validate and proceed with payment in accordance with the terms and conditions set out in Clause 7.

- ❖ **STEP 5 : CONFIRMATION OF THE ORDER**

- The Order shall be deemed confirmed if payment is accepted and the Seller is able to confirm the Order.
- The Contract shall be deemed to have been formed when the Order is confirmed.
- The Client shall receive:
 - (1) a payment confirmation e-mail sent by the Payline Service;
 - (2) a confirmation e-mail sent by the Seller:
 - o indicating the summary of the Order, including the essential elements of the booking, such as the identification of the supplier of the Services booked, the price, the quantity, the date, the duration and any options subscribed to;
 - o including the travel documents and Voucher(s) corresponding to the Services purchased.

These confirmation emails are sent to the email address provided by the Client. For all bookings, the Client is invited to enter his/her email address and, if necessary, to identify him/herself using a form to create a personal client account.

- The Client is informed that in the absence of confirmation by e-mail from the Seller, the reservation will not be taken into account. The Client is therefore invited to ensure that the confirmation e-mail is received. In the absence of receipt of the above-mentioned email, the client must contact Customer Services.
- The Client must print out or be able to justify, by accessing his/her e-mails from his/her smartphone, the travel documents and in particular the Voucher(s) in order to be able to present them in exchange for the various Services.

The confirmation e-mail is proof of the entire transaction and is the only document that is valid in the event of a dispute.

CLAUSE 6 – PRICE OF SERVICES

6.1. Price

The prices of the Services are expressed in euros including all taxes, taking into account the VAT applicable on the day of the order.

The price of the Service is the one in force on the day of the Order confirmation. The Seller reserves the right to modify the price of the Services at any time, while guaranteeing the Client the pricing in force on the date of confirmation of the Booking on the Web Site.

Only the Services explicitly mentioned in the Booking are included in the price.

For any Service, the price does not include, unless otherwise stipulated in the description of the booking

- insurance;
- tourist tax;
- the eco-recycling tax;
- handling fees;
- parking fees;
- excess luggage;
- excursions;
- concierge services (cleaning, etc.);
- any other service not included in the description of the Booking.

6.2. Handling fees

Any Booking made including an Accommodation Service gives rise to the invoicing of a handling fee of 11 €. This fee may vary according to marketing promotions.

The handling fee is added to the price of the Services. They are indicated before the conclusion of the sales contract on the summary of the Order. They are paid by the Client at the time of Booking.

In case of modification or cancellation of a booking, the handling fee is non-refundable..

6.3. Conciergerie services

Concierge services (such as cleaning and linen supply) may be offered to the Client in addition to the Accommodation Services. The costs of concierge services are added to the Price of the Services. They are indicated before the conclusion of the sales contract, on the summary of the Order.

The costs of concierge services may be paid by the Client at the time of the online order or on the spot, when the keys are handed over, depending on the Booking.

6.4. Modification of price

In accordance with the provisions of article L. 211-12 of the French Tourism Code, the Seller reserves the right to modify the prices, after the conclusion of the contract, both upwards and downwards to take into account significant variations in:

- fees and taxes relating to the Services, such as landing, embarkation and/or disembarkation taxes in ports and airports;
- the cost of passenger transport resulting from the cost of fuel or other energy, the level of taxes or charges on travel services included in the contract;
- the exchange rates applied to the trip or stay, if any.

The Client shall be notified of any price increase, with its justification and calculation, on a durable medium, no later than twenty (20) days before departure.

If the price increase exceeds 8% of the total price of the Services ordered, the Client may cancel his booking free of charge and obtain a refund of all payments already made, provided that he notifies the Vendor within 72 hours of the price revision.

CLAUSE 7 – METHODS AND TERMS OF PAYMENT

7.1. Means of payment

The payment of the Booking by the Client is made solely by credit card, ANCV e-connect holiday voucher or bank transfer on request by the Client.

Unless otherwise indicated at the time of booking, only the following credit cards are accepted: visa and Mastercard. In order to make the payment, the Client must enter his/her credit card number, the date of validity and the cryptogram (three digits on the back of the credit card) to confirm the payment.

The Client guarantees that the means of payment used is valid and that it is not the result of a fraudulent transaction.

The proof of payment is attached to the e-mail confirming the Booking.

Payment is made via a payment service provider, Monext, an electronic money institution, approved in France and supervised by the ACPR (Autorité de Contrôle Prudentiel et de Résolution). For more information, see: www.monext.fr. The Seller shall not be held liable for the operation of the online payment service.

7.2. Security of payment / anti-fraud measures

Electronic payments made in the context of telephone or online bookings on the Booking Site are secured by the 3D Secure system, which guarantees the confidentiality and security of data.

As part of its efforts to combat fraud, the Seller reserves the right to carry out all necessary checks to combat credit card fraud and in particular to ask the Client for a copy of the identity card/passport, a copy of the credit card, and any other additional information to ensure the security of the payment.

In the event of refusal to provide any of the requested information, the Seller reserves the right to cancel the booking and to retain the sums paid as a cancellation fee.

7.3. Terms of payment

Payment for the Booking is made in accordance with the following conditions.

The Client must pay:

- the total amount of the Service(s) ordered, for all bookings made within 45 days of departure;
- a deposit of 30% of the total amount of the booking, excluding any insurance and administration costs, for any booking made more than 45 days before departure. The balance will be automatically deducted from the Client's credit card on the 45th day before departure, which the Client expressly accepts.

The booking is effective as soon as the Client has paid the deposit, or where applicable, the total amount of the Order, into the Seller's account.

The payment of the Service is irrevocable, without prejudice to the right to cancel later in accordance with the conditions defined in these T&Cs.

7.4. Payment by 4 instalments without charges

The Client has the option of paying by credit card "in 4 instalments without charge", in accordance with the general conditions of payment "in 4 instalments", of which the Client should note at the time of Booking.

The general conditions of payment "in 4 instalments" are accessible from the link below: [General Terms and Conditions of Sale-CBX4](#).

7.5. Failure to pay

In the event that the Client does not pay the balance of his trip on the 45th day before departure, the Seller will send him a reminder by e-mail.

If the Client fails to reply 30 days before departure, the Seller will cancel the booking and retain the deposit paid for the cancellation costs calculated in accordance with Clause 12.

CLAUSE 8 – RIGHT TO WITHDRAW

Pursuant to Article L. 221-28 of the Consumer Code, the right of withdrawal is not available for any distance purchases of:

- the provision of "accommodation services, other than residential accommodation, transport, car rental, catering or leisure activities", ordered as a package or separately, for a specific date or period;
- the supply of services fully executed before the end of the withdrawal period and whose execution has begun after the Client's prior express agreement and waiver of his right of withdrawal.

Article L. 221-2 of the Consumer Code also excludes this option for contracts relating to a tourism package, within the meaning of Article L. 211-2 of the Tourism Code and contracts relating to passenger transport services.

For any other Service(s), the Client has a withdrawal period of fourteen (14) calendar days from the date of receipt of the order confirmation e-mail.

The Client wishing to exercise his right of withdrawal must inform the Seller of his decision to withdraw by sending, before the expiry of the aforementioned period, either the model withdrawal form provided below, duly completed and signed, or an unambiguous statement expressing his wish to withdraw.

MODEL WITHDRAWAL FORM

[Mr/Mme [First name/Family name of the Client(s)]]

[Address of the Client(s)]

To Service Client,
LES 3 VALLEES TRAVEL ,
L'annexium, 318 avenue des Belleville
73600 MOUTIERS, FRANCE

Re : Exercice of the right of withdrawal

Date : [insert date]

Dear Madam, Sir,

I/We (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of the following service(s): [name the service(s)].

Ordered on (*)/received on (*) :

Name of Client(s) :

Address of Client(s) :

Address of Customer(s):

Yours faithfully.

Signature of Client(s) (only in case of notification of this form on paper):

(*) Delete as appropriate.

The withdrawal form or the declaration of withdrawal must be sent to the Seller's Customer Service, whose contact details are as follows:

LES 3 VALLEES TRAVEL

Service Client

L'Annexium – 378 avenue des Belleville,
73600 Moutiers FRANCE

Or to the following address: resa.les3vallees.com

If the Client chooses to fill in the model withdrawal form or an unambiguous statement by e-mail to the above address, the Seller will send him/her an acknowledgement of receipt by e-mail without delay.

In the event that the Client exercises the right of withdrawal referred to above, the Client shall be reimbursed in accordance with the terms of the T&Cs.

CLAUSE 9 - ACCOMMODATION AND STAYS

9.1. Arrival and departure

The arrival and departure times are indicated on the travel document (Voucher) that the Client receives by email after confirmation and payment of the Service.

If the arrival does not take place at the date and time indicated on the Voucher, it is essential to obtain the prior agreement of the accommodation provider or the service provider on site. To do this, the Client must contact them directly. Their contact details, address and telephone number are mentioned on the Voucher.

9.2. Security deposit and inventory

The Client is informed that a security deposit may be required on arrival at the place of stay, particularly for accommodation services. The amount varies according to the accommodation, flats and rooms. The deposit is intended to guarantee the return of the premises in good condition.

It is the Client's responsibility to check the cleanliness of the accommodation and the good condition of the equipment rented. Any shortcomings must be reported on the spot, as quickly as possible to the Partner Provider.

An inventory of fixtures and fittings as well as an inventory of the furniture and equipment must be carried out with the Accommodation Provider, on site, at the time of arrival and before departure. The security deposit will be returned by the Host at the end of the stay/rental at the latest 1 (one) month after departure, in accordance with the inventory of fixtures and fittings and after deduction of any damage found in the accommodation.

9.3. House rules and cleaning

It is the Client's responsibility to take note of and respect the house rules displayed in the accommodation. For all rentals, cleaning is the responsibility of the Tenant during the rental period and before departure. Unless the Client has subscribed to the "concierge services", cleaning at the end of the stay is not included and a fixed sum may be retained if the accommodation is judged to be badly cleaned.

9.4. Descriptions and photographs

The descriptions of the accommodation and lodgings (surface, layout, types and maximum number of beds, etc.) are made by type, which implies that for two accommodations or lodgings of the same type, non-substantial differences may exist. The photographs included in the descriptions are for information purposes only.

9.5. Classification of accommodation

The number of stars assigned to the accommodation or the classification of the accommodation indicated in the description corresponds to the classification declared by the accommodation provider.

9.6. Domestic pets

Pets may not be accepted in certain accommodations. It is the Client's responsibility to check the description of the accommodation or, if no information is available, to contact the accommodation provider directly, in order to verify that the presence of a pet is authorised.

In any event, the Client must have obtained the prior agreement of the accommodation provider regarding the presence of a pet in the accommodation. Where applicable, the Client may be asked to pay a "pet" supplement on the spot by the accommodation provider.

CLAUSE 10 - SKI LIFTS, SKI EQUIPMENT, SKI SCHOOLS

Notwithstanding article 14 of these T&Cs, all lift passes are strictly personal, non-transferable and non-transferable. The pass must be kept by the Client for the entire journey on each ski lift.

Lift passes, ski equipment and ski lessons are booked on a personal basis. It is essential to provide precise information at the time of booking, including the surnames, first names, dates of birth and level of each Beneficiary associated with these services. The Seller shall not be held liable in the event of failure to provide this information or of incorrect information being provided by the Client. If one or more compulsory pieces of information are missing, the ski passes cannot be issued.

Lift passes and ski equipment are to be collected from the addresses indicated on the booking, during opening hours. No lift pass can be refunded once it has been used, even partially.

The Seller will not refund any lost, stolen or unused ski pass or ski equipment. In order to avoid this type of problem, the Seller offers its Clients cancellation insurance.

For all skiing or snow sports activities, the Seller recommends that its Clients take out appropriate insurance, which can be purchased at the ski lift ticket offices.

CLAUSE 11 - INSURANCE

11.1. Cancellation insurance

No insurance is included in the prices offered by the Seller, unless otherwise stated.

The Seller advises its clients to take out one of the following two insurance policies:

- 1 Trip cancellation, policy n7713 covering in particular:
 - o Cancellation or modification of the trip
- 2 Multi-risk, policy n°7708 covering in particular
 - o Cancellation or modification of the trip including in case of lack or excess of snow
 - o Payment of hotel costs in the event of delayed arrival at the resort following the closure of road and rail access by the authorities for more than 5 hours
 - o Breakage or theft of personal ski equipment
 - o Loss or theft of lift pass
 - o Interruption of snow activities
 - o Repatriation assistance

The contractual conditions of the guarantees and exclusions of the insurance contracts can be consulted from the following links: [Cancellation contract](#); [Multi-risk contract](#).

The Client may opt to take out an insurance policy covering the risks detailed in the offer, with MUTUAIDE, through PRESENCE ASSISTANCE TOURISME, an insurance intermediary registered with the ORIAS under number 07001824 in accordance with the applicable provisions.

The costs and risks covered by this insurance policy are indicated on the Website for information purposes only. For more information, the Client may consult his insurance contract by clicking on the hypertext link appearing on the order description.

No insurance is included in the prices offered by the Seller, unless otherwise stated.

11.2. Specific cancellation cases

11.2.1. Plurality of insurance cover

Before taking out any of the insurance policies offered by the Seller, the Client is invited to check that he is not already the beneficiary of a guarantee covering one of the risks guaranteed by the insurance policy offered by the Seller.

In accordance with the provisions of Article L. 112-10 of the Insurance Code, the Client who takes out an insurance contract for non-professional purposes which constitutes an addition to a good or service sold by the Vendor, if he can prove that he has a previous guarantee for one of the risks covered by the insurance contract, may cancel the said contract, without charge or penalty, as long as it has not been fully executed or the Client has not called in any guarantee. This cancellation must be made within 14 (fourteen) calendar days of the conclusion of the insurance contract and must be accompanied by proof of the existence of a current insurance contract covering risks similar to the contract taken out through the intermediary of the Seller.

11.2.2. Remote sale

In accordance with Article L. 112-2-1 of the Insurance Code, a right of cancellation applies to insurance policies concluded at a distance, in particular sold online, without the simultaneous physical presence of both parties to the contract. This right of cancellation does not apply to travel or luggage insurance contracts or similar short-term insurance policies of a duration of less than one (1) month. The duration of the insurance contract is the period between the date of subscription and the date of termination of all benefits.

Where the insurance contract is eligible for this right of cancellation, the Client may exercise this right by sending a request for cancellation, duly completed, dated and signed before the expiry of the period of 14 (fourteen) calendar days from the date of conclusion of the insurance contract, in accordance with the terms and conditions defined in the insurance contract.

CLAUSE 12 –CONDITIONS RELATING TO CANCELLATION

12.1. Cancellation by the Client or the Beneficiary

Any cancellation request must be sent by the Client:

- by e-mail to the following address: reservation@reservation.les3vallees.com ;
- or by registered letter with acknowledgement of receipt to the following address:

LES 3 VALLEES TRAVEL
L'Annexium – 378 avenue des Belleville,
73600 Moutiers FRANCE

The date taken into account for the cancellation request is the date of receipt of the e-mail or registered letter with acknowledgement of receipt.

12.1.1. Cancellation before departure

In accordance with article L. 211-14, I of the French Tourism Code, the Client may cancel all or part of his Booking, under the conditions defined below. In the event of cancellation, for whatever reason, the insurance premiums and the booking fees remain the property of the Seller and cannot be reimbursed. To avoid this type of inconvenience, the Seller offers its Clients an appropriate cancellation insurance policy.

12.1.1.1. Accommodation services

Any cancellation of an Accommodation Service will result in the cancellation of the entire Booking and the collection of cancellation fees calculated according to the following fee schedule:

- more than 45 days before the departure date: no cancellation fee;
- between 45 and 30 days before departure date: 30% of the total amount of the Booking;
- between 30 and 15 days before departure date: 50% of the total amount of the Booking;
- 15 days or less from the departure date: 100% of the total amount of the Booking.

12.1.1.2. Transport services

For all land and air transport Services, the cancellation fee is 100% of the ticket price. In the event of non-use of the air ticket, the Client may claim reimbursement of the individual taxes and fees included in the price of the ticket and which become due upon the Client's actual boarding.

The reimbursement of these taxes and fees will be made in accordance with the provisions of Article L. 224-66 of the French Consumer Code.

12.1.1.3. Services other than accommodation and transport

Any cancellation of a Service other than accommodation and transport, or any partial cancellation of a tourism package including one or more Services other than accommodation and transport, will result in the collection of cancellation fees calculated according to the following scale of fees:

- more than 15 days before the departure date: no cancellation fee;
- between 15 and 3 days before the departure date: 50% of the total amount of the Booking;
- 3 days or less from the departure date: 100% of the total amount of the Booking.

Pre-packaged Tourism Packages cannot be changed or partially cancelled.

A request for partial cancellation of a pre-packaged Tourism Package will result in the total cancellation of the Booking.

The Seller will reimburse the sums paid by the Client after deduction of cancellation costs and, where applicable, insurance contributions, within fourteen (14) calendar days of the cancellation of the Reservation.

12.1.2. Cancellation after departure

Any interrupted or shortened stay or any Service not used by the Client for a reason not attributable to the Seller will not give rise to any refund.

Any Client or Beneficiary who does not show up at the place of his stay will have 100% of the amount of the reservation withheld, including options. If the Client has taken out an insurance policy covering the interruption or cancellation of the stay after the start of the delivery of the Services, the Client must comply with the provisions of the applicable insurance policy.

12.2. Cancellation by the Seller

In accordance with article R. 211-10 of the French Tourism Code, if the Seller is forced to cancel the Service(s) ordered, he will inform the Client as soon as possible.

In this case, the Seller may offer the Client an equivalent service, in terms of quality, classification, equipment and price, and pay any price difference if the proposed service is superior to the one offered for sale on the Booking Site.

In the absence of a proposal for an equivalent or superior service from the Seller, or in the event that the Client refuses the said proposal, the Client will be reimbursed for the sums paid within a period of fourteen (14) calendar days and will be entitled to an additional indemnity at least equal to the penalty that the Client would have had to pay if the cancellation had been made by the Client on that date, pursuant to Clause 12.1 of these T&Cs, if he meets the conditions defined in III of Article L. 211-14 of the French Tourism Code.

12.3. Exceptional and unavoidable circumstances

In the event of exceptional and unavoidable circumstances, the option of cancelling the contract at no cost, as provided for in II of Article L. 211-14 of the French Tourism Code, is available both to the Client and to the Seller.

Exceptional and unavoidable circumstances" within the meaning of this clause are defined as any situation beyond the control of the Client, the Seller, any host and/or partner service provider involved in the performance of the Services ordered, the consequences of which could not have been avoided even if all reasonable measures had been taken, and which prevent the performance of all or part of the obligations provided for in the contract.

This applies in particular in the event of force majeure as defined in Article 1218 of the French Civil Code, climatic, geographical, sanitary or political conditions in the immediate vicinity of the destination, which could endanger the Client's life.

CLAUSE 13 - MODIFICATIONS

13.1. Modifications by the Client

Any request to change the Booking before departure must be sent by the Client:

- by email to : resa@les3vallees.com ;
- or by registered letter with acknowledgement of receipt to the following address:

LES 3 VALLEES TRAVEL
L'Annexium – 378 avenue des Belleville,
73600 Moutiers FRANCE

Any change must be agreed in advance by the Seller. It is processed according to availability.

Any request for modification made by the Client may give rise to the application of a handling fee of 25€ per person, inclusive of tax, as well as, where applicable, any costs and/or additional charges incurred by the Seller as a result of this modification. Any modification of the name and/or surname(s) shall be treated as a transfer, in the sense of clause 14 of these T&Cs.

Any request for modification made by the Client, including the simple correction of the spelling of the first name or surname of the Beneficiary, of a land or air transport ticket or of a nominative Service (ski lift passes, ski equipment, ski lessons, etc.) may be treated, according to the conditions of sale of the transporters or service providers, as a cancellation and will, in this case, lead to the application of the cancellation fees set out in clause 12 of these T&Cs.

In any case, any request to modify the Booking notified 45 days or less before the departure or the start of the first booked Service will be considered as a cancellation and will lead to the application of the cancellation fees set out in Clause 12 of these T&Cs.

13.2. Modifications by the Seller

In accordance with the provisions of Article L. 211-13 of the French Tourism Code, the Seller reserves the right to unilaterally modify the conditions of performance of the Services before departure.

The Seller shall inform the Client of any minor modifications made. The Client shall not be entitled to claim any compensation as a result of any such minor changes made by the Client.

In the event that, in accordance with Article R. 211-9 of the French Tourism Code, the Seller is obliged to modify one of the essential elements of the Services booked by the Client or is unable to meet the Client's specific requirements which he has accepted, he shall inform the Client in a clear and comprehensible manner:

- the changes made and, if applicable, their impact on the price of the Services;
- the period within which the Client must respond to the Seller on the choice made;
- the conditions for cancellation without charge in the event of refusal of the changes made.

The Client has the right to refuse the proposed change and to obtain a full refund of the price paid within a maximum of fourteen (14) calendar days of the cancellation of the booking. If the Client accepts the changes, a new booking confirmation will be sent to him/her with all the required information. If the changes to the Services result in a reduction in their quality or price, the Client is entitled to an appropriate price reduction.

CLAUSE 14 – TERMINATION OF CONTRACT

In accordance with articles L. 211-11 and R. 211-7 of the French Tourism Code, the Client may transfer his contract, as long as it has not produced any effect and up to 7 (seven) days before the start of the Service, to a person who fulfils all the conditions required for the Service.

The Client is required to inform the Seller of the transfer, by any means allowing him to obtain an acknowledgement of receipt. The transferring Client and the transferee are jointly and severally responsible for the payment of the balance of the booking as well as all fees, costs and taxes relating to this transfer.

CLAUSE 15 – RESPONSABILITY

15.1. Responsibility of LES 3 VALLEES TRAVEL

LES 3 VALLEES TRAVEL is responsible, together with its Partner Service Providers, for the correct execution of the Services purchased by the Client on the booking Site.

On the other hand, LES 3 VALLEES TRAVEL cannot be held responsible for the total or partial non-execution of the Services ordered or for the total or partial non-fulfilment of the obligations stipulated in the present T&Cs, in the event of fortuitous events, poor execution, faults committed by the Client, or acts of a third party unrelated to the provision of the Services provided for in the contract, cases of force majeure, or exceptional and unavoidable circumstances.

In accordance with article L. 211-17, IV of the Tourism Code, with the exception of personal injury and damage caused intentionally or by negligence, the liability of LES 3 VALLEES TRAVEL is limited to an amount corresponding to 3 (three) times the total price excluding tax of the Services ordered and having given rise to indemnifiable damage.

15.2. Insurance and financial guarantee of LES 3 VALLEES TRAVEL

LES 3 VALLEES TRAVEL has taken out professional liability insurance with HISCOX SA, 38 avenue de l'Opéra, 75002 PARIS (contract number n° HA RCP0337398) as well as a financial guarantee with Groupama Assurance-crédit, 132, rue des Trois Fontanot 92000 NANTERRE (amount of the guarantee: €500,000) (contract number : 4000717752/0).

15.3. Assistance

Pursuant to the provisions of Article L. 211-17-1 of the French Tourism Code, the Seller is obliged to provide appropriate assistance to travellers in difficulty.

Pursuant to Article R. 211-11 of the French Tourism Code, the assistance due consists in particular of:

- providing useful information on health services, local authorities and consular assistance;
- helping the traveller to make long-distance communications and to find other travel services.

The Seller is entitled to charge a reasonable price for such assistance if such difficulty is caused intentionally by the traveller or by his negligence. The price charged shall in no case exceed the actual costs incurred by the Seller or the supplier of the services.

CLAUSE 16 – TRANSPORT CONDITIONS

16.1. General

The purchase of a Tourism Package including a Transport Service, whether land or air, implies the Client's acceptance of the carrier's general and special conditions, which are available on the carrier's website.

The times, airports of departure and arrival, types of aircraft, transport companies, itineraries and connections mentioned on the ticket are given for information only and may be modified without notice. Delays may occur for reasons beyond the control of the Seller. Routes may be modified by the transport companies, in particular by changing the itinerary, adding stopovers or changing the airport or the company.

16.2. Responsibilities

The liability of the transport companies providing the Transport Services is limited, in the event of damage or claim of any kind, to the conditions of carriage of the passengers and their luggage exclusively.

The liability of air carriers is limited by the national or international law applicable to them, in particular the Warsaw International Convention of 12 October 1929 or the Montreal Convention of 28 May 1999, as well as by their own conditions of carriage accepted prior to any order. In the event of delay, overbooking or cancellation of a flight, the liability of all air carriers to or from the European Union for Community airlines only is governed by EU Regulation 261/2004 of 11 February 2004, which makes them responsible for lump-sum compensation - except in extraordinary circumstances -, assistance and care of passengers.

The responsibility of the Seller shall in no way replace that of the carriers providing transfers or transport of passengers and luggage.

16.3. Failure to register

The Seller cannot be held responsible for failure to register if the Beneficiary(ies) do not show up or do not present the valid identification and/or health documents (identity card, passport, visa, vaccination certificate) required for the trip. If the Client fails to register, 100% of the total cost of the trip will be retained.

The Seller cannot be held responsible for the failure of Clients to check in at the place of departure of the trip due to a delay in air, rail or land transport, even if this delay is the result of force majeure, bad weather, a fortuitous event or the act of a third party, or social movements (strikes, etc.). In all cases, the transport companies remain solely responsible for any traffic irregularities.

CLAUSE 17 – ADMINISTRATIVES FORMALITIES

17.1. Administrative formalities for entering France

The Client must comply with the administrative formalities for entry into France, which are at his/her expense.

The Client must check, prior to the purchase of his trip and depending on his personal situation, whether he has a valid passport and/or national identity card, as well as any other visa / ETSA authorisation, family record book, authorisation to leave the territory, required and compliant with the requirements for entering France.

All travellers who are nationals of a Member State of the European Union, a State party to the Agreement on the European Economic Area or Switzerland, must be in possession of a valid identity card or passport.

17.2. Health formalities

The Client and the Beneficiaries of the Services are informed that they remain responsible for complying with all health formalities required for the trip and/or the stay and assume the prejudices resulting from the non-respect of these formalities.

17.3. Minors

Children under the age of 18 must travel accompanied by an adult. A minor travelling must be in possession of an identity card and any other document required by the competent authorities of the country of departure.

CLAUSE 18 – PROTECTION OF PERSONAL DATA

18.1. Data collected

For the online sale of the Service(s) on the Booking Site, the Seller, whose identity and contact details are specified in the Background section, collects personal data. The Seller is responsible for the processing of the Clients' personal data, in the sense of the legislation on personal data.

These data are in particular:

- Names, civil status, date of birth;
- Addresses, e-mail addresses, telephone numbers;
- Methods and terms of payment;
- Any other information necessary for the Booking or the execution of the Service(s) ordered.

18.2. Purpose of the data collection

The collection of this personal data is essential for the execution of the ordered Service and, in case of refusal to communicate it, the Client is exposed to difficulties in the execution of the Service which cannot give rise to the engagement of the Seller's responsibility.

This personal data is collected for the sole purpose of managing the Seller's Clients, in the context of the conclusion of the contract and its execution, on the basis of the Client's consent. It is only used for the purposes to which the Client has consented.

More specifically, the purposes are as follows:

- Identification of the persons using and/or Booking the Services;
- Identification of the person(s) benefiting from the Services;
- Formalisation of the contractual relationship;
- Execution of the ordered Services;
- Management of contracts and Bookings;
- Communication to Partner Service Providers for the execution of the ordered Services;
- Invoicing and collection of payments;
- Management of client accounts and monitoring of client relations;
- Management of unpaid invoices and disputes;
- Management of the exercise of rights relating to personal data;
- Processing of operations relating to client management;
- Commercial communications and prospecting.

18.3. Identification of persons authorised to access the data

In order to achieve the purposes described above, and within the limits necessary for the pursuit of these purposes, the persons authorised to access the data collected by the Seller are the following:

- the Seller and its staff: client service, administrative service, accounting and management control, IT and marketing & sales;
- Partner Service Providers and their staff responsible for the implementation and / or administration of the Services and being brought to intervene in this regard on the processing;
- The company Orchestra and its staff, so that it can provide the services necessary for the operation of the Website, within the limits strictly necessary for the performance of the contract concluded with the Seller.

The access of partners, service providers and hosts in charge of the execution of the Services to the personal data of the Clients is done on the basis of signed contracts mentioning the obligations incumbent on them in terms of protection of the security and confidentiality of the data.

18.4. Data storage

The data collected by the Seller will be kept for the time necessary to achieve the purposes described above, plus the period of legal prescription:

- 6 years for tax documents ;
- 10 years for accounting documents;
- for the entire duration of the litigation and until all avenues of appeal have been exhausted.

Personal data relating to the Client's credit card are kept only for the time necessary to complete the transaction.

The personal data necessary for the sending of commercial offers are kept for as long as the client does not unsubscribe.

18.5. Rights of the owner of the collected data

The Client has at all times a right to information, as well as a right of access, rectification, deletion (except if the said data are necessary to the Seller for the execution of the services, the respect of its legal obligations, or the exercise of its rights) related to the data which concern him.

The Client also has the right to obtain the limitation of processing and the right to portability of the data that he may have provided.

The Seller draws the attention of the Client to the fact that the non-information or modification of data may have consequences in the processing of certain requests, within the framework of the execution of certain services and that the Client's requests, in the exercise of these rights, will be kept for follow-up purposes.

In order to exercise these rights, the Client should address his request to:

- by email to : resa@les3vallees.com ;
- or by post addressed to :

LES 3 VALLEES TRAVEL

L'Annexium – 378 avenue des Belleville,
73600 Moutiers FRANCE

In accordance with the regulations in force, this request must be signed and accompanied by a photocopy of an identity document bearing the signature of the Client and specifying the address to which the Seller must send the reply. A reply will then be sent as soon as possible.

In the event that the Seller does not provide the Client with a satisfactory response, the Client may lodge a complaint with the competent supervisory authority, in this case in France : la CNIL, 3 Place de Fontenoy – TSA 80715 – 75334 PARIS CEDEX 07. Tél : 01 53 73 22 22.

CLAUSE 19 – INTELLECTUAL PROPERTY

All the elements of the Booking Site (design, graphic and textual elements, photographs, drawings, images, graphic charter interfaces and underlying technologies) as well as the brands and logos are protected by French and international laws in force, relating to intellectual property.

Any total or partial reproduction of these elements, without prior authorisation, is strictly forbidden and exposes the offenders to legal proceedings.

CLAUSE 20 – ARCHIVES

Any contract concluded with the Client corresponding to an order of more than 120 euros including VAT will be archived by the Seller for a period of 10 years in accordance with articles L213-1, R213-1 and R213-2 of the Consumer Code.

The Seller shall archive this information and produce a copy of the Contract at the request of the Client.

CLAUSE 21 – MODIFICATION OF THE T&Cs

The Seller reserves the right to modify its T&Cs at any time.

In case of modification of the T&Cs, the applicable T&Cs are those in force at the date of the order, a copy of which dated to this day can be given to the Client at his request.

CLAUSE 22 – CLAUSES OF THE T&Cs

The nullity of a contractual clause does not lead to the nullity of the T&Cs.

CLAUSE 23 : APPLICABLE LAW – CLAIMS – MEDIATION – LITIGATION

23.1. Applicable law

These T&Cs are governed by French law.

23.2. Claims

All complaints should be addressed to:

- by email to: resa@les3vallees.com ;
- or by post to:

LES 3 VALLEES TRAVEL
L'Annexium – 378 avenue des Belleville,
73600 Moutiers FRANCE

The complaint must be accompanied by all the supporting documents (travel document, exchange voucher, confirmation letter) issued to the Client as part of the Booking and which may justify the complaint.

23.3. Mediation

Any Client who has not received a satisfactory response to his complaint within 60 (sixty) days after referring the matter to the Seller, may have recourse free of charge to a conventional mediation procedure under the conditions of articles L. 611-1 et seq. of the French Consumer Code, or any other alternative dispute resolution method.

The Client is informed of the possibility of resorting to a mediation procedure, within a maximum period of one year from the date of the written complaint made to the Seller, with the Service du Médiateur du e-commerce (E-commerce Mediation Service) of the Fédération du e-commerce et de la vente à distance (French Federation of E-commerce and Distance Selling) (FEVAD).

Service du Médiateur du e-commerce
Fédération du e-commerce et de la vente à distance (FEVAD)
60 rue de la Boétie
75008 PARIS FRANCE
Email : <http://www.mediateurfevad.fr/>

If he so wishes, the Client may also use the online dispute resolution service offered by the European Commission in accordance with Article 14 of Regulation (EU) No 524/2013. This platform is accessible from the following link: <https://webgate.ec.europa.eu/odr/>

23.4. Litigation

All disputes to which the Bookings made in application of these T&Cs could give rise and which could not be resolved amicably between the Client and the Seller shall be submitted to the competent courts, under the conditions of common law.

CLAUSE 24 - SPECIAL CONDITIONS APPLICABLE TO FURNISHED RENTALS

The rental of furnished tourist accommodation (not within the context of a Tourism Package) is also governed by the special conditions of sale defined below, which derogate from or, where appropriate, supplement the previous stipulations of these General Conditions of Sale.

24.1. Presentation of rental offers

In accordance with Article D. 324-1-3 of the Tourism Code:

- any offer to rent a furnished tourist accommodation from a professional shall be marked "professional advertisement";
- any offer to rent a furnished tourist accommodation that does not come from a professional shall be marked "private individual's advertisement».

This information appears on the offer displayed on the Booking Site.

24.2. Price

The price indicated for a furnished tourist accommodation includes the provision of the accommodation, including charges, water, electricity and heating.

The price does not include:

- the handling fee ;
- tourist tax;
- insurance ;
- caretaker's fees (cleaning, supply of linen in particular);
- the security deposit paid to the accommodation provider when the keys are handed over;
- any parking fees;
- any additional services.

The tourist tax, the handling fees and, where applicable, the fees inherent in the concierge services are added to the Price indicated on the Booking Site, during the summary of the Booking and before the conclusion of the sales contract, under the conditions defined in these T&Cs.

24.3. Arrival and departure

The keys are handed over to the Tenant by the Proprietor on the day of arrival at the time mentioned on the travel document or Exchange Voucher generated by the Seller.

The keys are handed over according to the conditions set by the Proprietor:

- either by hand ;
- or by access to a secure box.

If the Tenant fails to hand over the keys within the agreed time limit, he/she is considered to be in a "no-show" situation and the rental contract is purely and simply cancelled, under the conditions defined in clause 12 of these T&Cs.

The keys must be returned to the accommodation provider on the day of departure and at the latest at the time mentioned on the travel document or exchange voucher, at the same location.

If it is impossible for the Hirer to comply with these times, he/she must contact the accommodation provider in accordance with clause 9.1 of these T&Cs.

24.4. Inventory and security deposit

An inventory of the furniture and equipment is made available to the Tenant in the accommodation so that he/she can check its contents.

Any complaint concerning the rented property, and more particularly the inventory of fixtures and fittings and the inventory of furniture and equipment, must be made to the Proprietor within 48 hours of the handover of the keys, which is the strict deadline. No complaint will be taken into account after this deadline or after the departure of the Tenant. Any object that may have been moved from one flat to another and not replaced in the original flat will be considered as missing when the inventory is taken.

A security deposit, the amount of which is indicated on the travel document or Exchange Voucher, is requested by the Hirer on arrival either by cheque or by bank card. The cheque or credit card pre-authorisation will be destroyed within 14 days, except in the event that additional services consumed on site (telephone, parking, etc.) and/or compensation should be withheld for any damage caused, or noise nuisance committed, both in the rented accommodation and in any common parts of the building (value of damaged and/or missing objects, actual cost of cleaning or repair, compensation invoiced by the co-ownership associations, etc.).

24.5. Capacity of accommodation

The accommodation is provided for the capacities defined in the description (these take into account children, including infants).

Unless expressly agreed beforehand, for any additional person (adult or child), even on a temporary basis, in relation to the number of persons indicated in the description, the accommodation provider is entitled to demand a supplement or to refuse the accommodation or the rental.

24.6. Rental period

The rental period is stated on the booking confirmation. The duration may not be extended without the prior agreement of the accommodation provider.

The Client declares on his honour that he does not and will not exercise any profession in the rented accommodation and that the premises which are the subject of the booking are only rented as a temporary residence, an essential and determining condition without which the rental would not have been agreed.

24.7. Rental Conditions

Any rental property marketed by the Seller on the Booking Site is intended for seasonal tourist accommodation and for residential use only. Any subletting (or even simple lending) of the rental to a third party, even a relative, is strictly forbidden.

All Tenants must occupy the rented property "as a good father of the family" and, more particularly, ensure that the furniture and equipment are kept in good condition. At the end of the stay, the rental property must be returned in a good state of maintenance and cleanliness, with the dishes washed and the blankets and effects put away.

The Tenant must comply with and submit to all the provisions of the co-ownership regulations and the internal regulations of the building in which the flat is located, so that the owner of the flat and the Agency can never be concerned.

24.8. Responsibility

Seasonal furnished accommodation does not fall within the scope of the liability of hoteliers. Consequently, the Seller or the Host cannot be held liable in the event of loss, theft or damage to personal belongings, luggage, jewellery or any other value, brought into the flats or into the car parks or annexes (ski room, bicycle room, etc.).

Consequently, it is the responsibility of the Tenant to take all measures to ensure their protection during their stay and in particular, during their absence. Certain precautions can avoid any inconvenience: remember to close the windows before leaving the flat and to lock the doors (flat and ski lockers).

24.9. Rental risks and liability

The Client is required to take out insurance against the risks of renting, theft, fire, water damage and recourse against neighbours. If the Client has not taken out such insurance, he shall be deemed to be personally responsible for any claims that may be made against him.

24.10. Natural and technological risks

In accordance with Article L. 125-5 of the Environmental Code, the Tenants of properties located in areas covered by a prescribed or approved technical or natural risk prevention plan, or in seismic zones defined by the Council of State, are informed by the Lessor of the existence of the risks referred to by these plans and decrees.

In this respect, the Lessor shall make available to the Tenant:

- a statement of natural and technological risks, based on information provided by the departmental prefect,
- a declaration on plain paper of the losses for which compensation has been paid following a disaster recognised as such.

CLAUSE 25 : FORMS AND STANDARD INFORMATION

In accordance with the Order of 1 March 2018, the information forms are reproduced below.

Standard information form for package travel contracts purchased from the Seller on the Booking Site:

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 and Article L.211-2 II of the Tourism Code.
You will therefore benefit from all the rights granted by the European Union applicable to packages, as transposed in the Tourism Code.

The Seller will be fully responsible for the proper execution of the package as a whole. In addition, as required by law, the Seller has protection to refund your payments and, if transport is included in the package, to ensure your repatriation in the event of the Seller becoming insolvent.

For more information on essential rights under Directive (EU) 2015/2302:

https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701

Essential rights under Directive (EU) 2015/2302 transposed into the Tourism Code:

Travellers will receive all essential information about the package before concluding the package travel contract. Both the organiser and the retailer are responsible for the proper execution of all travel services included in the contract.

Travellers are provided with an emergency telephone number or contact details for the organiser or retailer.

Travellers may transfer their package to another person, subject to reasonable notice and possible additional charges.

The price of the package may only be increased if specific costs increase (e.g. fuel prices) and if this possibility is explicitly provided for in the contract, and may in any case not be changed less than twenty (20) days before the start of the package. If the price increase exceeds 8% of the package price, the traveller may cancel the contract. If the organizer reserves the right to increase the price, the traveller is entitled to a price reduction if the corresponding costs are reduced.

Travellers may withdraw from the contract without paying withdrawal costs and receive a full refund of payments made if any of the essential elements of the package, other than the price, are significantly changed. If, before the start of the package, the professional responsible for the package cancels it, travellers have the right to obtain a refund and compensation, if applicable.

Travellers may cancel the contract without paying a cancellation fee before the start of the package in the event of exceptional circumstances, for example if there are serious safety problems at the destination that are likely to affect the package.

In addition, travellers may, at any time before the start of the package, cancel the contract subject to payment of an appropriate and justifiable cancellation fee.

If, after the start of the package, important elements of the package cannot be provided as planned, appropriate alternative services must be offered to the travellers at no extra cost.

Travellers may withdraw from the contract without paying a withdrawal fee if the services are not performed in accordance with the contract, if this significantly disrupts the execution of the package and if the organiser does not remedy the problem.

Travellers are also entitled to a price reduction and/or compensation in the event of non-performance or poor performance of travel services.

The organiser or retailer must provide assistance if the traveller is in difficulty.

If the organiser or retailer becomes insolvent, the amounts paid will be refunded. If the organiser or retailer becomes insolvent after the start of the package and if transport is included in the package, the repatriation of the travellers is guaranteed.

The Seller has taken out insolvency protection with:

GROUPAMA ASSURANCE-CREDIT & CAUTION

Adresse : 132, rue des Trois Fontanot, 92 000 Nanterre

Contract number : 4000715216/1

Contact : Mme LEGRAND Marie +33 (0)1 70 96 60 67

Travellers may contact this entity if they are denied services due to the insolvency of the Seller.

Directive (EU) 2015/2302 transposed into national law:

https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701

Standard information form for contracts for a travel service (excluding Tourism Packages) with the Seller on the Booking Site:

If you purchase this travel service, you will benefit from the rights granted by the Tourism Code. The Seller will be fully responsible for the proper performance of the travel service. In addition, as required by law, the Seller has protection to refund your payments in the event that the Seller becomes insolvent.
For more information on essential rights: [Tourism Code](#)

Essential rights under the Tourism Code:

Travellers shall be provided with all essential information about the travel service before concluding the travel contract.

Both the service provider and the retailer are responsible for the proper execution of the travel service. Travellers will be provided with an emergency telephone number or contact details to reach the service provider or retailer.

Travellers may transfer their travel service to another person, subject to reasonable notice and possible additional charges.

The price of the travel service may only be increased if specific costs increase and if this possibility is explicitly provided for in the contract, and may in any case not be changed less than twenty days before the start of the journey. If the price increase exceeds 8% of the price of the travel service, the traveller may withdraw from the contract. If the service provider reserves the right to increase the price, the traveller is entitled to a price reduction in the event of a decrease in the corresponding costs.

Travellers may withdraw from the contract without paying withdrawal costs and receive a full refund of payments made if any essential element of the contract, other than the price, undergoes a significant change. If, before the start of the service, the professional responsible cancels the service, travellers may obtain a refund and compensation, if applicable.

Travellers may cancel the contract without paying a cancellation fee before the start of the service in the event of exceptional circumstances, for example if there are serious safety problems at the destination that are likely to affect the trip.

In addition, travellers may, at any time before the start of the journey, cancel the contract on payment of an appropriate and justifiable cancellation fee.

If, after the start of the trip, important elements of the trip cannot be provided as planned, the traveller must be offered appropriate alternative services at no extra cost. Travellers may withdraw from the contract without paying a withdrawal fee if the services are not performed in accordance with the contract, if this significantly disrupts the performance of the trip and if the service provider does not remedy the problem.

Travellers are also entitled to a price reduction and/or compensation in the event of non-performance or poor performance of the travel service.

The service provider or retailer must provide assistance if the traveller is in difficulty.

If the service provider or retailer becomes insolvent, the amounts paid will be refunded.

The Seller has taken out insolvency protection with:

GROUPAMA ASSURANCE-CREDIT & CAUTION

Adresse : 132, rue des Trois Fontanot, 92 000 Nanterre

Numéro de contrat : 4000715216/1

Contact : Mme LEGRAND Marie 01 70 96 60 67

Travellers can contact this organisation if they are refused services due to the insolvency of the Seller.

Website where the Tourism Code can be found: [Tourism Code](#)