

CHAMROUSSE RÉSERVATION



Office de Tourisme
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GENERAL BOOKING CONDITIONS

In accordance with article R 211-12 of the Tourism Code, articles R 211-3 to 211-11 are stated below. Those are applicable to the organization and sale of travels, stays and tourist packages pursuant to articles L 211-1 and L 211-2 of Tourism Code.

ARTICLE R.211-3

Subject to the exclusions set out in third and fourth subparagraph in article L. 211-7, any offer and any sale of travels and holiday services give rise to the relevant documents being handed over, these documents meeting the rules defined by this heading. In the case of the sale of tickets for transport by air or the sale of tickets for transport by regular services not accompanied by services linked with these transport services, the seller hands over to the purchaser one or more travel tickets for the entire journey issued by the carrier or on his own account. In the case of transport being provided on request, the name and address of the carrier on whose account the tickets have been issued must be mentioned. The separate invoicing of the various elements making up a package does not release the seller from any obligations coming under this heading.

ARTICLE R.211-3-1

The provision of pre-contractual information or contract terms is available in writing. Those can be available by electronic means, if satisfying the conditions of validity laid down in articles 1369-1 to 1369-11 of the French Civil Code. The name or corporate name and address of the seller shall be stated as well as its registration as stated in Article L. 141-3, or where necessary the name, address and registration of the federation or union mentioned in second subparagraph of Article R. 211-2.

ARTICLE R.211-4

Prior to the signing of the contract in the form of a written document giving the company's name, address and indication of its official right to exercise its business activity, the seller must give the consumer all relevant information concerning the rates, dates and component parts of the services provided for the journey or the holiday such as:

1. The destination, means, nature and categories of transport involved,
2. The type of accommodation, its location, grade and major characteristics, official approval and tourist category corresponding to the regulations and customs in use in the host country,
3. The meals provided,
4. The description of the itinerary in the case of a tour,
5. The administrative and health formalities to be carried out especially in the case of crossing borders, together with the deadlines by which such formalities must be terminated,
6. Visits, excursions and other services included in the package or which may be available against payment of a supplement,
7. The minimum or maximum size of the group enabling the journey or holiday to take place and, if the journey or holiday will only take place if there is a sufficient number of participants, the deadline by which the consumer must be informed should the journey or holiday be cancelled; this date may not be set at less than 21 days before the scheduled departure date,
8. The amount and percentage of the rate which is to be settled as a deposit on signing the contract and the dates by which the balance must be paid,
9. The rules for reviewing prices as laid down in the contract in application of article R. 211-8,
10. The contractual terms of cancellation,
11. The terms of cancellation as defined by articles R. 211-9, R. 211-10 and R. 211-11,
12. Information concerning optional insurance policies covering the consequences of certain cases of cancellation or assistance contracts covering certain special risks, in particular repatriation in the case of illness or accident,
13. In case of a booking involving aerial means of transportation, information for each flights, according to articles R. 211-15 to R. 211-18.

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ARTICLE R.211-5

Any prior information given to the consumer binds the seller unless the said information states that the seller expressly reserves the right to modify certain elements therein. In this case, the seller must clearly indicate to what extent this modification may occur and regarding which elements. In all cases, the modifications made to the information given previously must be sent in writing to the consumer before the contract is signed.

ARTICLE R.211-6

The contract signed between the seller and the purchaser must be written down and drawn up in duplicate, one of which is given to the purchaser, and must be signed by both parties. If the contract is concluded electronically, articles 1369-1 to 1369-11 of the French Civil Code is applied. The contract must contain the following clauses:

1. The name and address of the seller, his guarantor and insurer and the name and address of the organizer,
2. The destination(s) concerned by the journey, and, in the case of a holiday covering several stages, the various periods and dates involved,
3. The means, nature and categories of transport involved together with the dates, times and places of departure and return,
4. The type of accommodation, its location, grade and major characteristics, official approval and tourist category corresponding to the regulations and customs in use in the host country,
5. The number of meals provided,
6. The itinerary in the case of a tour,
7. The visits, excursions and other services included in the overall price of the journey or holiday,
8. The total price of the services invoiced and indication of any possible review in the invoicing by virtue of the provisions laid down in article R. 211-8,
9. Indication, if relevant, of any duties or taxes connected with certain services such as landing tax, boarding or disembarking tax in ports and airports and tourist tax, when these are not included in the price of the service(s) provided,
10. The deadlines and rules for the payment of the rates; in all cases, the last instalment made by the purchaser cannot be less than 30% of the price of the journey or holiday and must be settled when the documents enabling the consumer to travel or take his/her holiday are handed over,
11. The special conditions requested by the purchaser and accepted by the seller,
12. The rules by which the purchaser can make a claim towards seller for the non-execution or inadequate execution of the contract, this claim must be sent as quickly as possible by recorded delivery mail and written notification thereof given, if necessary, to the travel organizer and the persons providing the service in question,
13. The deadline by which the seller must inform the purchaser in the case of cancellation of the journey or holiday, where the journey or holiday shall only take place if the minimum number of participants is reached, in accordance with the provisions in point 7 of article R.211-4,
14. The contractual terms of cancellation,
15. The terms of cancellation as defined by articles R.211-9, R.211-10 and R.211-11,
16. All relevant information regarding the risks covered and the amount of guarantees underwritten in the insurance policy covering the consequences of the professional civil liability of the seller,
17. Information concerning optional insurance policies covering the consequences of certain cases of cancellation (policy number and name of the insurance company), and assistance contracts covering certain special risks, in particular repatriation in the case of illness or accident; in this case, the seller must give the purchaser a document stating, at the very minimum, the risks covered and excluded,
18. The deadline by which the seller must inform the purchaser in the case of a transfer of contract,
19. An undertaking to provide the purchaser in writing with the following information at least ten days before the scheduled date of departure:
 - a) The name address and telephone number of the local representative of the purchaser, or, failing this, the names, addresses and telephone numbers of the local organizations which may help the consumer should any difficulties arise, or failing this, a telephone number which will enable the consumer to contact the purchaser in the case of emergency,
 - b) Regarding journeys and holidays abroad for minors, a telephone number and address whereby direct contact can be made with the child or the person in charge during his/her holiday
20. The termination clause and refunding of the sums paid by the customer, without expenses, resulting from the failure to comply with the information requirement as laid down in Article R. 211-4
21. The undertaking to provide the purchaser in due time the departure and arrival times.

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ARTICLE R.211-7

The purchaser can transfer the contract to an assignee who fulfils the same conditions, allowing the assignee to benefit from the journey or stay, as long as the contract has not yet taken effect.

Notwithstanding any statement more favourable to the transferor, the transferor is bound to inform the seller of his decision by recorded delivery letter at least seven days before the beginning of the journey. In the case of a cruise, this period is extended to fifteen days. This transfer is in no way subject to the prior authorization of the seller

ARTICLE R.211-8

When the contract explicitly contains the possibility of reviewing the prices within the limits laid down in article L.211-12, it must mention the precise means of calculation for both rises and reductions in the prices and in particular concerning transport costs and related taxes; currency(ies) which may affect the price of the journey or the holiday; The percentage of the price affected by the variation; the currency rate taken into account when drawing up the prices given in the contract.

ARTICLE R.211-9

When, before the departure of the purchaser, the seller has no choice but to modify one of the key elements of the contract, such as a significant rise in prices and disregards the information duty as laid down in article R. 211-4, the purchaser, without prejudice to his/her right to compensation for any damage which may be incurred, and after being so informed by the seller by recorded delivery mail, may:

- Either cancel the contract and obtain the immediate reimbursement of all sums paid without any penalty whatsoever,
- Or accept the modification or the substitution journey proposed by the seller: an amendment to the contract stipulating the said modifications will then be signed by both parties. Any reduction in the price is deducted from any amounts remaining due by the purchaser, and, if the payments already made exceed the price of the modified service offered, the excess amount must be settled in his/her favour before the date of departure.

ARTICLE R.211-10

In the case provided for in article L. 211-14, when, before the departure of the purchaser, the seller cancels the journey or holiday, he/she must inform the purchaser by recorded delivery mail; without any prejudice to his/her right to claim compensation for any damage which may have been incurred, the purchaser should receive the immediate reimbursement of the sums paid from the seller without any penalty being incurred; in this case, the purchaser receives an indemnity which is at least equal to the penalty he/she would have had to have paid should the cancellation have been made at his/her bidding at his date.

The provisions laid down in this article shall not hinder in any way the signing of a friendly settlement, the purpose of which would be the purchaser's acceptance of a substitution journey or holiday proposed by the seller.

ARTICLE R.211-11

When, after the departure of the purchaser, the seller is not in a position to provide a sizeable part of the services scheduled in the contract, representing a significant percentage of the price paid by the purchaser, the seller must take the following measures immediately without prejudice to his/her right to claim for any damage which may be incurred:

- either to propose services replacing the scheduled services and possibly accepting to pay any supplement in terms of price, and, if the services accepted by the purchaser are inferior in quality, the seller must reimburse the difference in price as soon as the purchaser returns home,
- or, if the seller cannot propose any substitution service or if the said services are refused by the purchaser for valid reasons, to provide the purchaser travel tickets, without any supplement to the price, to ensure his/her return home in conditions which may be considered as being equivalent, to the place of departure or any other place accepted by both parties.

The provisions of this article shall apply in case of non-compliance with the stated obligations in article R. 211-4.

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SPECIFIC BOOKING CONDITIONS

Art. 1: General provisions

The customer signatory of the present contract, concluded for one given duration will be able in no circumstance to prevail himself of an unspecified right to the maintenance in the places. The rental of the present contract cannot and must not, under no pretext, be occupied by a number of people higher than that indicated on this leasing agreement, except prior agreement of the owner. Should this not be the case, the owner will be able to claim a supplement of rent or to refuse the entry in the places. The renter is required to comply with the internal rules of the building. In any case, any subletting (in whole or in part) is explicitly forbidden.

Art.2: Booking and payment conditions

Deposit: The booking becomes final upon receipt of a deposit of at least 50% of the total price, before the indicated deadline. Once the reservation has been confirmed, the Booking Centre cannot retroactively apply discounts and one-off promotional offers.

Balance: The balance is to be paid at the Booking Centre at least 30 days before the arrival date. In the absence of payment on the dates stipulated in the contract, that is 30 days before the dates of the stay, it will be fully retained and the stay cancelled. For deposit made by credit card by telephone or internet, the balance will be charged 30 days before arrival.

For bookings made less than 30 days prior to arrival, the Booking Centre will charge all the services at the time of the booking.

Application fees: Chamrousse's Booking Centre receives a sum of 5€ for the application fee. This sum is forfeited in case of cancellation of the file due to the customer and is not covered by cancellation insurance.

Art. 3: The tenant

The tenant is held of informing the booking centre upon reservation the presence of animals (dogs, cats...) so the accommodation is assigned for this purpose. A supplement can be required for the animal's stay.

The tenant must abstain from putting down the washbasins, sinks, bidets, baths, toilets, etc... any object which might block or damage the pipes. Should this not be the case, the tenant will be liable for any cost incurred for rehabilitation.

Thereon, and due to difficulties during the tourist season of hiring qualified company, the booking centre accepts no responsibility regarding any delay which might occur during rehabilitation.

Art.4: Tourist tax

Tourist tax is not included in the stay price and would have to be paid on spot to the owner or his representative, except if mentioned in the lease agreement.

Art. 5: Breakdowns

General operation services within the building – heating, hot and cold water, as well as public services as water, electricity, gas, phone... – would not justify any discount in rent if such interruptions are beyond the lessor's control.

Art. 6: Inventory and claims

Accommodation is rented furnished with furnishings, tableware, cooking and household utensils, bedding without bed linens, in good condition of cleanliness and care.

An inventory of all objects contained within the accommodation will be handed to the tenant on arrival. The latter is responsible for verifying the condition and contents, and for bringing it to the booking centre within 48 hours along with potential notes. Once the deadline has expired, the inventory shall be deemed to be in conformity with the handed document.

Art. 7: Guarantee deposit

A deposit will be paid to the owner or representative. This deposit will be refunded within 15 days to a month after inventory and state of exit minus the cost of repair or replacement of the missing, broken or damaged objects, cleaning and necessary repairs. Should those costs be superior to the deposit, the tenant undertakes to pay imperatively the balance.

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Art 8: Cancellation insurance

The tenant can subscribe to cancellation insurance. Details of the offered guarantees will be attached to the contract if the tenant subscribes to this insurance.

Art. 9: Cancellation

Any cancellation must be notified by registered letter with acknowledgement of receipt.

- Cancellation more than thirty day before the beginning of the stay: the entire down payment will be refunded to the customer minus 30€ of dossier fees.
- Cancellation enters thirtieth and fifteenth day before the beginning of the stay: 50% of the total amount will be kept
- Cancellation less than 15 days before the beginning of the stay:
 - Simple leisure stay, the whole down payment is kept and the tenant will be held with the payment of the balance for the reservation
 - All-inclusive stay and à la carte services: the total amount will be kept.

Art.10: Insurance

The tenant will be held responsible to be insured against damages of any nature. The tenant is encouraged to check if his personal insurance includes a leisure guarantee. Any objects and effects belonging to the tenant are under his own responsibility, particularly concerning theft, especially for skis stored in ski storages.

Art. 11: Arrival and departure

The tenant must present himself the specified day and at the hour mentioned on this leasing agreement. In the event of late or differed arrival, the tenant must warn the owner or his representative thanks to the address and phone number mentioned on the contract. Unused services due to this delay will remain to be paid and cannot give rise to any reimbursement.

Departures have to be done before 10 a.m. on the day mentioned on the leasing agreement.

Household (accommodation, dishes, oven, cooking hob...) have to be done before departure. Any intervention occurring in order to clean the place will be charged to the tenant.

*These general and particulars **conditions are subject to change at any time by the company and its legal responsibility, without notice***