

CONDITIONS GENERALES DE VENTE DES MONTAGNETTES POUR VILLA CAROLINE

Les conditions générales de vente sont conformes aux dispositions du décret n° 94-490 du 15 juin 1994 pris en application de l'article 31 de la loi n°92-645 du 13 juillet 1992 fixant les conditions d'exercice des activités relatives à l'organisation et à la vente de voyages ou de séjours. Afin de respecter les dispositions légales, nous reproduisons ci-dessous les articles 95 à 103 du présent décret.

Article 95 - Sous réserve des exclusions prévues au deuxième alinéa (a et b) de l'article 14 de la loi du 13 juillet 1992 susvisée, toute offre et toute vente de prestations de voyages ou de séjours donnent lieu à la remise de documents appropriés qui répondent aux règles définies par le présent titre.

En cas de vente de titres de transport aérien ou de titres de transport sur ligne régulière non accompagnée de prestations liées à ces transports, le vendeur livre à l'acheteur un ou plusieurs billets de passage pour la totalité du voyage émis par le transporteur ou sous sa responsabilité. Dans le cas de transport à la demande, le nom et l'adresse du transporteur, pour le compte duquel les billets sont émis, doivent être mentionnés.

La facturation séparée des divers éléments d'un même forfait touristique ne soustrait pas le vendeur aux obligations qui lui sont faites par le présent titre.

Article 96 - Préalablement à la conclusion du contrat et sur la base d'un support écrit, portant sa raison sociale, son adresse et l'indication de son autorisation administrative d'exercice, le vendeur doit communiquer au consommateur les informations sur les prix, les dates et les autres éléments constitutifs des prestations fournies à l'occasion du voyage ou du séjour tels que :

1° La destination, les moyens, les caractéristiques et les catégories de transports utilisés ;

2° Le mode d'hébergement, sa situation, son niveau de confort et ses principales caractéristiques, son homologation et son classement touristique correspondant à la réglementation ou aux usages du pays d'accueil ;

3° Les repas fournis ;

4° La description de l'itinéraire lorsqu'il s'agit d'un circuit ;

5° Les formalités administratives et sanitaires à accomplir en cas, notamment, de franchissement des frontières ainsi que leurs délais d'accomplissement ;

6° Les visites, excursions et les autres services inclus dans le forfait ou éventuellement disponibles moyennant un supplément de prix ;

7° La taille minimale ou maximale du groupe permettant la réalisation du voyage ou du séjour ainsi que, si la réalisation du voyage ou du séjour est subordonnée à un nombre minimal de participants, la date limite d'information du consommateur en cas d'annulation du voyage ou du séjour : cette date ne peut être fixée à moins de vingt et un jours avant le départ ;

8° Le montant ou le pourcentage du prix à verser à titre d'acompte à la conclusion du contrat ainsi que le calendrier de paiement du solde ;

9° Les modalités de révision des prix telles que prévues par le contrat en application de l'article 100 du présent décret ;

10° Les conditions d'annulation de nature contractuelle ;

11° Les conditions d'annulation définies aux articles 101, 102 et 103 ci-après ;

12° Les précisions concernant les risques couverts et le montant des garanties souscrites au titre du contrat d'assurance couvrant les conséquences de la responsabilité civile professionnelle des agences de voyages et de la responsabilité civile des associations et organismes sans but lucratif et des organismes locaux de tourisme ;

13° L'information concernant la souscription facultative d'un contrat d'assurance couvrant les conséquences de certains cas d'annulation ou d'un contrat d'assistance couvrant certains risques particuliers, notamment les frais de rapatriement en cas d'accident ou de maladie.

Article 97 - L'information préalable faite au consommateur engage le vendeur, à moins que dans celle-ci le vendeur ne se soit réservé expressément le droit d'en modifier certains éléments. Le vendeur doit, dans ce cas, indiquer clairement dans quelle mesure cette modification peut intervenir et sur quels éléments.

En tout état de cause, les modifications apportées à l'information préalable doivent être communiquées par écrit au consommateur avant la conclusion du contrat.

Article 98 - Le contrat conclu entre le vendeur et l'acheteur doit être écrit, établi en double exemplaire dont l'un est remis à l'acheteur, et signé par les deux parties. Il doit comporter les clauses suivantes :

1° Le nom et l'adresse du vendeur, de son garant et de son assureur ainsi que le nom et l'adresse de l'organisateur ;

2° La destination ou les destinations du voyage et, en cas de séjour fractionné, les différentes périodes et leurs dates ;

3° Les moyens, les caractéristiques et les catégories des transports utilisés, les dates, heures et lieux de départ et de retour ;

4° Le mode d'hébergement, sa situation, son niveau de confort et ses principales caractéristiques, son classement touristique en vertu des réglementations ou des usages du pays d'accueil ;

5° Le nombre de repas fournis ;

6° L'itinéraire lorsqu'il s'agit d'un circuit ;

7° Les visites, les excursions ou autres services inclus dans le prix total du voyage ou du séjour ;

8° Le prix total des prestations facturées ainsi que l'indication de toute révision éventuelle de cette facturation en vertu des dispositions de l'article 100 ci-après ;

9° L'indication, s'il y a lieu, des redevances ou taxes afférentes à certains services telles que taxes d'atterrissement, de débarquement ou débarquement dans les ports et aéroports, taxes de séjour lorsqu'elles ne sont pas incluses dans le prix de la ou des prestations fournies ;

10° Le calendrier et les modalités de paiement du prix ; en tout état de cause, le dernier versement effectué par l'acheteur ne peut être inférieur à 30% du prix du voyage ou du séjour et doit être effectué lors de la remise des documents permettant de réaliser le voyage ou le séjour ;

11° Les conditions particulières demandées par l'acheteur et acceptées par le vendeur 12° Les modalités selon lesquelles l'acheteur peut saisir le vendeur d'une réclamation pour inexécution ou mauvaise exécution du contrat, réclamation qui doit être adressée dans les meilleurs délais, par lettre recommandée avec accusé de réception au vendeur, et signalée par écrit, éventuellement, à l'organisateur du voyage et au prestataire de services concernés ;

13° La date limite d'information de l'acheteur en cas d'annulation du voyage ou du séjour par le vendeur dans le cas où la réalisation du voyage ou du séjour est liée à un nombre minimal de participants, conformément aux dispositions du 7° de l'article 96 ci-dessus ;

14° Les conditions d'annulation de nature contractuelle ;

15° Les conditions d'annulation prévues aux articles 101, 102 et 103 ci-dessous ;

16° Les précisions concernant les risques couverts et le montant des garanties au titre du contrat d'assurance couvrant les conséquences de la responsabilité civile professionnelle du vendeur ;

17° Les indications concernant le contrat d'assurance couvrant les conséquences de certains cas d'annulation souscrit par l'acheteur (numéro de police et nom de l'assureur), ainsi que celles concernant le contrat d'assistance couvrant certains risques particuliers, notamment les frais de rapatriement en cas d'accident ou de maladie ; dans ce cas, le vendeur doit remettre à l'acheteur un document précisant au minimum les risques couverts et les risques exclus ;

18° La date limite d'information du vendeur en cas de cession du contrat par l'acheteur ;

19° L'engagement de fournir, par écrit, à l'acheteur, au moins dix jours avant la date prévue pour son départ, les informations suivantes :

a) Le nom, l'adresse et le numéro de téléphone de la représentation locale du vendeur ou, à défaut, les noms, adresses et numéros de téléphone des organismes locaux susceptibles d'aider le consommateur en cas de difficulté, ou, à défaut, le numéro d'appel permettant d'établir de toute urgence un contact avec le vendeur ; b) Pour les voyages et séjours de mineurs à l'étranger, un numéro de téléphone et une adresse permettant d'établir un contact direct avec l'enfant ou le responsable sur place de son séjour.

Article 99 - L'acheteur peut céder son contrat à un cessionnaire qui remplit les mêmes conditions que lui pour effectuer le voyage ou le séjour, tant que ce contrat n'a produit aucun effet. Sauf stipulation plus favorable au cédant, celui-ci est tenu d'informer le vendeur de sa décision par lettre recommandée avec accusé de réception au plus tard sept jours avant le début du voyage. Lorsqu'il s'agit d'une croisière, ce délai est porté à quinze jours. Cette cession n'est soumise, en aucun cas, à une autorisation préalable du vendeur.

Article 100 - Lorsque le contrat comporte une possibilité expresse de révision du prix, dans les limites prévues à l'article 19 de la loi du 13 juillet 1992 susvisée, il doit mentionner les modalités précises de calcul, tant à la hausse qu'à la baisse, des variations des prix, et notamment le montant des frais de transport et taxes y afférentes, la ou les devises qui peuvent avoir une incidence sur le prix du voyage ou du séjour, la part du prix à laquelle s'applique la variation, le cours de la ou des devises retenu comme référence lors de l'établissement du prix figurant au contrat.

Article 101 - Lorsque, avant le départ de l'acheteur, le vendeur se trouve contraint d'apporter une modification à l'un des éléments essentiels du contrat tel qu'une hausse significative du prix, l'acheteur peut, sans préjuger des recours en réparation pour dommages éventuellement subis,

et après en avoir été informé par le vendeur par lettre recommandée avec accusé de réception :

Soit résilier son contrat et obtenir sans pénalité le remboursement immédiat des sommes versées ;

Soit accepter la modification ou le voyage de substitution proposé par le vendeur ; un avenant au contrat précisant les modifications apportées est alors signé par les parties ; toute diminution du prix vient en déduction des sommes restant éventuellement dues par l'acheteur et, si le dépôt déjà effectué par ce dernier excède le prix de la prestation modifiée, le trop-perçu doit lui être restitué avant la date de son départ.

Article 102 - Dans le cas prévu à l'article 21 de la loi du 13 juillet 1992 susvisée, lorsque, avant le départ de l'acheteur, le vendeur annule le voyage ou le séjour, il doit informer l'acheteur par lettre recommandée avec accusé de réception ; l'acheteur, sans préjuger des recours en réparation des dommages éventuellement subis, obtient auprès du vendeur le remboursement immédiat et sans pénalité des sommes versées ; l'acheteur reçoit, dans ce cas, une indemnité au moins égale à la pénalité qu'il aurait supportée si l'annulation était intervenue de son fait à cette date.

Les dispositions du présent article ne font en aucun cas obstacle à la conclusion d'un accord amiable ayant pour objet l'acceptation, par l'acheteur, d'un voyage ou séjour de substitution proposé par le vendeur.

Article 103 - Lorsque, après le départ de l'acheteur, le vendeur se trouve dans l'impossibilité de fournir une part prépondérante des services prévus au contrat représentant un pourcentage non négligeable du prix honoré par l'acheteur, le vendeur doit immédiatement prendre les dispositions suivantes sans préjuger des recours en réparation pour dommages éventuellement subis :

Soit proposer des prestations en remplacement des prestations prévues en supportant éventuellement tout supplément de prix et, si les prestations acceptées par l'acheteur sont de qualité inférieure, le vendeur doit lui rembourser, dès son retour, la différence de prix ;

Soit, s'il ne peut proposer aucune prestation de remplacement ou si celles-ci sont refusées par l'acheteur pour des motifs valables, fournir à l'acheteur, sans supplément de prix, des titres de transport pour assurer son retour dans des conditions pouvant être jugées équivalentes vers le lieu de départ ou vers un autre lieu accepté par les deux parties.

Article 104 - Les dispositions des articles 95 à 103 du présent décret doivent obligatoirement figurer sur les brochures et les contrats de voyages proposés par les personnes visées à l'article 1er de la loi du 13 juillet 1992 susvisée.

The lessee declares having taken note of these special conditions of lease and accepting them without reservation. They shall apply to the entire stay, which includes the accommodation as well as the additional services requested (services, spa, parking, food and beverage etc.). The lessee undertakes to respect these conditions in person as well as to have them respected by other people taking part in the stay for whom the lessee shall act as guarantor. Clients placing reservations must be at least 18 years of age and legally entitled to enter into agreement.

RESERVATIONS AND BOOKING CONFIRMATION

Once the option has been taken, the reservation becomes firm and definitive:

By payment of a 25% deposit and receipt in return of these special rental conditions, the rental contract duly signed by the customer and a copy of his/her identity card, these formalities being deemed to constitute acceptance of the offer. Payment of the deposit automatically commits the customer to accept, without modification, the general and special sales and cancellation conditions. Reservations are accepted subject to availability, and MONTAGNETTES reserves the right to refuse any reservation of an excessive or abusive nature.

The booker remains our main contact, both for the booking of the chosen services and for their payment. It is therefore advisable to make arrangements in advance to organize a single payment of deposit and balance.

ONLINE RESERVATIONS

Online booking steps:

- the online booking procedure includes at least the following steps: the customer searches for available suites and rooms, according to the criteria he has chosen (dates of stay, destination, number of people, etc.),
- the customer selects the suite or room of their choice by clicking on BOOK ; a description of the accommodation, the price including VAT, the services associated with the stay, their price including VAT, the optional cancellation insurance and its cost is displayed, and allows the customer to check the details of their reservation.

The customer is then invited to read and accept these special conditions by ticking the appropriate box. The customer must create an account and provide his or her contact details. All mandatory information is indicated by an asterisk. The customer is invited to enter his/her bank details for secure online payment.

- After validation of the special conditions of sale and payment of the reservation, a summary of the reservation, on which a reservation number is assigned to the customer, will be sent by e-mail. This number must be quoted in all correspondence.

The balance will be debited automatically 30 days before arrival.

BALANCE PAYMENT - EXCEPT ONLINE BOOKING

The full price of your reservation and any ancillary services are due 30 days before the start of your stay, without any reminder from us.

If the deposit is paid by credit card, the customer may, at the same time, make arrangements with the "MONTAGNETTES" Reservation Centre to authorize it to debit the balance with the same credit card, on the planned date, without any further formality on his/her part. Any bank transfer or rejection charges will be borne by the reservee. If the balance is not paid within 30 days of arrival, the MONTAGNETTES reservation center reserves the right to consider your reservation as cancelled, and to apply the cancellation conditions defined below, without any compensation or reimbursement being possible. As soon as the stay has been paid for, the MONTAGNETTES Reservation Center will send the booker a voucher or reservation form accompanied by a travel booklet. All sums due must be paid immediately, or at the latest within 7 days of the invoice issued or the event making it due. Failing this, interest at 3 times the legal interest rate will be charged automatically and without any reminder from us.

All bookings made less than 30 days before the arrival date must be paid in full to be confirmed.

COOLING-OFF

The contracting society wishes to recall that under article L 121-20-4-2 of the code of consumption, the cooling-off right is not applicable to the benefits of accommodation, transport, catering and leisure, provided on a date or for a specific period. So that all reservations and orders done on our Web sites and by a sales consultant from the central booking Montagnettes cannot be the subject of a right of withdrawal

CANCELLATION INSURANCE

We have taken out a holiday rental cancellation insurance policy for you. This insurance must be taken out at the time of booking and paid in addition to the 25% deposit. **It is equivalent to 4.5% of the total amount of the booking.** It takes effect on payment of the premium and is non-refundable in the event of cancellation. It is optional, but will be offered automatically at the time of booking. If you do not wish to take out the policy, you can request it in writing from the reservation center before your booking is confirmed. **After the 14-day cancellation period, any insurance paid with the deposit will be considered to have been taken out and cannot be deducted from the balance.**

CANCELLATION AND MODIFICATION OF THE STAY AND ADDITIONAL SERVICES BY THE CUSTOMER

In the event of cancellation of your stay, the MONTAGNETTES reservation center will apply the conditions detailed below, except in the case of cancellation insurance taken out by the reserving party. **In the event of a balance not paid within 30 days of arrival, the MONTAGNETTES reservation center reserves the right to consider your reservation as cancelled and to apply the cancellation conditions provided for this purpose and defined below, without any compensation or reimbursement being possible.**

All cancellations must be notified imperatively either by email or by post with acknowledgement of receipt, the date of receipt determining the date of cancellation, and confirmed in writing by the Montagnettes reservation center.

Any change to the date of stay, residence, hotel and/or suite, room or catering services will be considered as a cancellation and will be subject to the cancellation charges mentioned below:

In the event of cancellation or modification of the stay :

If the cancellation or modification is made more than 30 days before the start of your stay, we do not retain any charges (except for the amount of non-refundable insurance taken out at the time of booking).

If the cancellation or modification occurs between 30 and 21 days before your arrival, we retain 50% of the total cost of your stay, including ancillary services (services, catering, etc.) (as well as the amount of insurance taken out at the time of booking, which is non-refundable).

If the cancellation or modification occurs between 20 and 8 days before your arrival,

we retain 75% of the total cost of your stay, including ancillary services (services, catering, etc.) (as well as any non-refundable insurance taken out at the time of booking).

If the cancellation or modification occurs between 7 days and the day of your arrival, and if you do not show up at the place of your stay, we retain 100% of the total amount of your stay, including ancillary services (services, catering, etc.) (as well as the amount of any non-refundable insurance that may have been taken out at the time of booking).

If payment by credit card is refused, the reservation is automatically considered cancelled, without refund or compensation to the customer, unless the situation is rectified within 8 days.

ADDITIONAL SERVICES

All additional services (catering, parking, etc) must be pre-booked and pre-paid 15 days prior your arrival. They cannot be reimbursed, even partially, by the establishment and the booking center, as soon as they have been paid for, whether before arrival, on arrival, during or after the stay.

In case of modification of additional services :

- Between 30 and 15 days before arrival, a modification fee of 50 € will be retained.
- Between 14 and 8 days before arrival, a modification fee of 100 € will be retained.

- From 7 days to arrival, no changes will be accepted.

By default, the starting date of the additional services is the day following the arrival. The establishment and the booking center cannot be held responsible in case of disagreement with the client on this rule as long as they have not received a written and explicit request from the client to which they have also replied in writing.

If a person no longer participates in the stay, or if the clients (or a person) leaves the establishment in a hurry during their stay, **no refund, even partial, will be possible.** The client must ensure that he/she has taken out the cancellation insurance offered by the reservation center and validated at the time of confirmation or any other personal insurance to cover these costs. **The cancellation insurance proposed by us cannot be added after the confirmation of the option.**

PRICE AND PROMOTION

Our prices include all taxes (excluding tourist tax payable on site) and include the provision of the accommodation and its charges (water, electricity, heating). Packages (accommodation+ food and beverage...); rates apply to a complete package including the accommodation + the additional services. The additional services ordered cannot be deducted from the price of the package.

In case of increase of VAT, MONTAGNETTES reserves the right to apply this increase to the prices without prior notice and from the time when the new rate applies.

-In case of early departure and unused additional services, no financial compensation or reduction is available.

-Promotions and reductions cannot be backdated or cumulated. Should the reservation be modified after the closing date of the offer, the new rates are applicable without compensation.

TOURIST TAX

Tourist tax, collected for the local town councils, is not included in our accommodation rates. The amount varies according to the town council and is to be paid on site. Depending on legal decision the amount is subject to variation. The group Montagnettes will transmit this information and denies all reclaims.

CHECK IN, HANDLING OVER OF KEYS AND CHECK OUT

Guests are welcomed at the Villa Caroline reception desk in Duingt, where their stay has been booked. The keys are handed over on presentation of the voucher or reservation form confirming the terms of the reservation and payment for the stay. **The booker undertakes to take possession of the premises on the dates and at the times stipulated.** Should these conditions not be met, the establishment reserves the right to refuse to hand over the keys and will be entitled to re-let the suite or room within 24 hours.

Rooms and suites are available from 3 p.m. on the day of arrival, and must be vacated by 10 a.m. on the day of departure. In the event of reception problems, in particular finding the room/suite or collecting the keys, the booker may not claim any compensation, and the contracting company and the central reservation office may not be held liable under any circumstances.

Invoices (extras, tourist taxes, massages, drinks, etc.) must be paid on receipt before the customer's departure.

In the event of non-payment at the time of departure, the establishment reserves the right to deduct from the credit card given as a guarantee or from the deposit, the sums due as payment for services. A receipt will then be sent to the e-mail address used by the customer when booking.

SAFETY

The reservee must ensure that the doors and windows of his/her suite or room are locked at all times, particularly when absent. They must use the safe in their suite or room to store any valuables. **The contracting company may not be held liable for any theft, loss or damage to personal belongings, whether in the suite or room, in the hotel's private parking lot or in the common areas.** Similarly, guests must not leave any objects or equipment on the balconies of their suite or room, or in the hotel's common areas (reception, corridors, garages, etc.). In the event of failure to comply with these instructions, the contracting company may not be held liable under any circumstances. In the event of a break-in, the contracting company may only be held liable if the reservee immediately informs reception and lodges a complaint with the gendarmerie within 24 hours, and only within the conditions and limits of the comprehensive insurance policy taken out by the contracting company. The client acknowledges that he/she has taken out all the necessary insurance to cover him/herself and any persons accompanying or visiting him/her, and for which he/she remains liable to the contracting company and to third parties.

We remind you that the contracting company cannot be held responsible for any personal belongings left in the suite or room on vacating the premises.

RELAXATION CENTER

Relaxation center rules : Unaccompanied minors are not permitted in any of our relaxation center. Proper attire (bathing suit) is required. In order to maintain the tranquility of the premises and respect the rest of other guests, guests must behave calmly: no shouting, music or ball games in these areas. Shoes, food and drink are strictly forbidden on the premises of our relaxation center. The establishment declines all responsibility in these areas. We reserve the right to refuse access to the relaxation center to anyone who does not respect these rules. Depending on the health regulations in force, access to the relaxation center may be limited in terms of number of people and length of stay, or simply closed.

Persons responsible for children are asked to ensure that they do not enter areas reserved for staff members. Any incident caused by a child will engage the responsibility of the adult in charge. The responsible adult undertakes to pay for any order placed by the child under his/her responsibility.

OCCUPATION

The rented premises concern the rental and occupancy of the premises for holiday purposes only. The rented premises and furnishings are for the private use and enjoyment of holiday tenants, with respect in particular for their neighbor's. The lessee is asked not to throw cigarettes butts and rubbish from the windows and balconies.

All reservation made are for a maximum number of people specified in the accommodation's descriptive. Should this number be exceeded the establishment is authorized to refuse all supplementary persons or charge them 100€ per person and per day. The establishment will not accept responsibility for resulting dysfunction in the accommodation, for example lack of hot water and the lessee is fully responsible for any troubles or damage due to over-occupation.

In the event of nocturnal disturbance, and if two warnings of the establishment manager have gone unheeded, the establishment reserves the right to retain the lessee's his/her deposit and/or to undertake their expulsion from the accommodation, with the assistance of the police if necessary, this expulsion bringing a definitive end to the lessee's stay, without any compensation to the latter.

Cots for children under 3 years are limited to 2 per accommodation.

BEHAVIOR

The client must be courteous and respectful towards the establishment staff and other clients. Any verbal or physical violence, inappropriate behavior, sexual, sexist, racist, anti-Semitic or homophobic comments, as well as any form of harassment may lead to sanctions. In case of non-respect of these rules of good conduct, the hotel or residence have the right to sanction the client according to the gravity of the facts and to contact the police and gives itself the possibility to file a complaint in case of extreme behavior.

WIFI

The WIFI speed available in the suites or rooms is not for business use, but for private use.

PETS

Pets (dogs and cats only) are not allowed on the premises. A flat-rate penalty of €30 per day and per animal will be charged for failure to comply with this clause.

RULES AND REGULATIONS

In order to make your holiday stay easier, the rules and regulations are available in each establishment so that the lessee may familiarize and respect them.

CIGARETTES, CIGARS, VAPORIZERS

For reasons of hygiene and safety, it is strictly forbidden to smoke in our establishment and in our apartments, suites and rooms. The lessee is asked not to throw cigarettes butts and rubbish from the windows and balconies. In case of non-compliance, a penalty of 400 euro will be retained on your deposit, as compensation for the remediation costs incurred in the event of olfactory pollution.

LOCAL DISRUPTIONS

The establishment cannot be held responsible for any external disruptions which may interrupt or prevent the stay from going smoothly, in particular in case of heavy snow falls, of supply of electricity, gas or water; reduction, postponement or cancellation of activities and services offered ; and noisy environment, natural disaster and road closures

The client may not claim any compensation from the contracting company.

In the event of payment by credit card being refused, the reservation is automatically considered as cancelled, without reimbursement or compensation to the customer, unless the situation is rectified within 8 days.

DEPOSIT

A photocopy of the customer's identity card will be requested on arrival. A pre-authorization 300 euros will be required by credit card (Visa/MasterCard, only) on handover of the keys. Failure to do so will entitle the contracting company to refuse to hand over the keys. The amount withheld can be blocked on the customer's bank account. Bank details will be destroyed within a maximum of 20 days, after verification of the condition of the suite or room. Any sums due for damage, dirty accommodation, missing objects, etc. will be deducted from the pre-authorization. missing objects, unpaid bills, keys not returned (€35 flat-rate charge in this case) in this case), penalties, damages, etc. owed by the reservee to the contracting company. If any damage or infringements are noted after departure, the amount of compensation

will be debited from the customer's credit card. Similarly, in the event of non-payment on departure, the establishment reserves the right to deduct from the credit card given as a guarantee, the sums for payment of services. A receipt will then be sent to the e-mail address used by the used by the customer at the time of booking.

CLAIM

Any claims concerning a stay shall be sent by **registered letter within 30 days of the end of the stay**
to:
GROUPE MONTAGNETTES, 89 Route des Marais, ZA Portes de Tarentaise, 73790 TOURS EN SAVOIE,
FRANCE

GENERAL AND SPECIAL CONDITIONS

Reservation involves acceptance of the general and special conditions of sale and of interior rules. General description and photographs of our rooms and suites are for information purposes only. Any request in regard to a specific aspect/orientation or location of the room/suite is considered to be a preference and is not constituted a contractual guarantee. They are not considered as giving any rights of compensation. All information concerning the sports and leisure activities of the mountain resorts, as well as their surrounding areas are passed on to us by the Tourist Information Centres and are given to you for information only. We cannot be held responsible in the case of unavailability at the time of your stay.

FREEDOM INFORMATION

Information concerning the lessee is confidential and subject to computer processing intended exclusively for companies in MONTAGNETTES. In accordance with the law on "freedom of information" of 6 January 1978, the Ordinance n° 2018-1125 of December 12, 2018 taken pursuant to Article 32 of Law No. 2018-493 of June 20, 2018 relating to the protection of personal data and amending Law No. 78-17 of 6 January 1978, the lessee enjoys the right to access and correct information concerning them. If the lessee wishes to exercise this right and to obtain details of information concerning them, it is up to them to contact the reception of the establishment.

DISPUTE

By express agreement, any dispute concerning the interpretation and execution of this agreement shall fall to the exclusive competence of the courts in the vicinity of the registered office of the establishment and shall be governed by French law..

"Read and Approved" by the lessee and Signature