

## GENERAL CONTRACT TERMS AND CONDITIONS

### PREAMBLE

This contract is subject to the provisions of Act no. 92.645 of 13 July 1992 and its Decree of application no. 94.490 of 15 June 1994, setting the terms and conditions for exercising activities relating to the organisation and sale of travel and holidays.

These general terms and conditions, with any added special clauses, form an inseparable whole, which constitutes the written contract produced in accordance with the provisions of Article 98 of the above-mentioned decree of 15 June 1994.

#### 1. identification of seller, his guarantor and his insurer

##### a) seller identification:

**CENTRALE DE RESERVATION DE BOURG SAINT MAURICE - LES ARCS (BOURG SAINT MAURICE - LES ARCS RESERVATION CENTRE), private limited company with a capital of €15,244.90, whose registered office is Chalet Centrale de Reservation de Bourg St Maurice Les Arcs Route des Lauzières - 73700 LES ARCS 1800 BOURG ST MAURICE**

**RCS ALBERTVILLE B 401 658 224**

Hereafter also called the Centre

**Travel agency licence no. LI 07397 0002**

**b) Financial guarantee €53,357**

**c) Civil liability insurance: AGF contract no. 65 806 698**

#### 2. Referral to special clauses

Among the special clauses figure details relating to:

- holiday locations and dates,
- type of accommodation, its comfort level and its main characteristics.
- total price of invoiced services,
- payments and taxes not included in the price of services provided.

And where appropriate:

- extra accommodation services,
- special clauses requested by the customer and accepted by the Centre.

#### 3. Reservation

Our prices are understood to include all costs apart from arrangement fees and optional insurance premiums payable at the time of reservation and the *taxe de séjour* (holiday tax) (Article 10) payable on site.

The customer pays for the service as follows:

- a first instalment of 25% of the total amount of the service cost is paid by the customer when the reservation is confirmed.
- the balance is due 30 days before arrival depending on the accommodation chosen (some hotels and agencies request the balance 30 days before arrival) or on site depending on the chosen package.
- when the reservation is based on a package that includes ski lift passes or lessons, the balance must be paid 30 days before arrival.

#### 4. Claim formalities

The customer may put in a claim if he considers that the services provided by the Centre were incorrectly or poorly executed.

The customer should address any claim as quickly as possible to the Centre via registered post with acknowledgement of receipt.

#### 5. Customer change or cancellation:

Requests for changes in accommodation or services are subject to the Reservation Centre's prior approval. When the Centre accepts these changes, it retains €20 costs which are added to the €12 arrangement fee.

The customer may withdraw from his commitment under the conditions listed below: Any customer request for cancellation should be sent to the Centre in writing for it to be considered.

- For cancellation notified more than thirty days before the start of the holiday, the 25% paid when confirming the reservation is returned to the customer, whilst the €12 arrangement fee and premiums for any insurance policies taken out remain due:

- For cancellation notified more than fifteen days but less than thirty days before the start of the holiday, the following will be retained: - the 25% paid when the reservation was confirmed by the Centre as compensation for withdrawal, the €12 arrangement fee and premiums for any insurance policies taken out;

- For cancellation notified more than three days but less than fifteen days before the start of the holiday, the 75% of the holiday price is due to the Centre as compensation for withdrawal; the €12 arrangement fee and the premiums for any insurance policies taken out also remain due;

All cancellations less than three days before the date of arrival are without effect and the entire price of the holiday is due.

- should the customer not show up at the holiday site, we retain the full amount of the holiday and any services reserved and invoiced, the €12 arrangement fee and any premiums for insurance policies taken out.

#### 6. Information on the insurance contract: seller's professional civil liability

In accordance with the provisions of the above-mentioned Decree of 15 June 1994, the customer is reminded of the main characteristics of the insurance contract: seller's professional civil liability:

- Insurance company: AGF
- Contract no.: 65 086 698
- risks covered: all prejudices together
- Sums guaranteed: €762,245.09 per loss/insurance year.

#### 7. Optional insurance taken out by customer

The customer may take out optional insurance against certain cancellation circumstances via the Reservation Centre. The insurance premium should be paid fully at the time of reservation and is not reimbursable.

In accordance with the provisions of the above-mentioned Decree of 15 June 1994, the customer is reminded of the main characteristics of the optional insurance contract that the Centre offers the customer:

- Insurance company: **Mondial Assistance**
- Contract no.: 302.927
- risks covered: Holiday cancellation
- Sums guaranteed: In accordance with the Reservation Centre's scale of cancellation

charges and under the special clauses fixed by the insurer **Mondial Assistance** (which may be consulted in the notice available upon request or on our [Internet website](http://www.lesarcs-reservation.com/en/info-reservation.htm) (<http://www.lesarcs-reservation.com/en/info-reservation.htm>)).

#### 8. Transfer of contract

In application of Article 19 of Act no. 92-645 of 13 July 1992 and Article 99 of Decree no. 94-490 of 15 June 1994, the customer may transfer his contract to any person fulfilling the conditions required for travelling or the holiday, on condition that he so informs the Centre at the latest seven days before the commencement of travel, by registered post with acknowledgement of receipt.

Apart from this hypothesis, any transfer of contract requires the Centre's prior, written consent.

In all circumstances, transferee and transferor are jointly liable for payment of the balance of the price to the seller and all charges incurred, if appropriate, by this transfer, thus allowing the Centre to claim payment of this balance from one or other of them.

#### 9. Information undertaking by the Centre

In application of Article 98 of Decree no. 94-490 of 15 June 1994, the Centre undertakes to provide the customer with the following information in writing at least ten days before the date scheduled for his departure (*only for files with extra services and if the customer has paid his balance*): the name, address and telephone number of the seller's local representative, or failing this, a telephone number for the customer to contact the Centre in an emergency.

#### 10. Taxe de séjour (Holiday tax)

This is collected by the host accommodation on behalf of the municipality and is not included in our prices (from €0.80 per person of 12 and over).

#### 11. Guarantee deposit

A deposit for an amount fixed by the agency or owner will be required when the keys are handed over. All breakages and damage will be deducted from this deposit, together with cleaning charges if the rental was not left in an acceptable state. Otherwise, the deposit will be returned on the day of departure after an inventory has been taken or at the latest within the following two weeks.

#### 12. Photos

Photos and drawings shown on the Internet site are non-contractual and cannot be used for commercial purposes.

#### 13. Dispute

This contract falls under French law and is executed in accordance with French courts.

#### Special clauses for hotels

The prices indicated include service. They have been calculated on the number of family members indicated at the time of reservation.