

CONDITIONS GENERALES DE VENTES DU GROUPE CHALET DES NEIGES

Décret n°94-490 du 15 juin 1994 pris en application 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 délivre 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'atterrissage, de débarquement ou d'embarquement 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 p. 100 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 retenue 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 préjudice 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 de prix vient en déduction des sommes restant éventuellement dues par l'acheteur et, si le paiement 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 préjudice 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 préjudice 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.

SPECIAL TERMS AND CONDITIONS OF SALE AND CANCELLATION GROUPE CHALET DES NEIGES

The client/booker (natural person appearing as the main contact on the booking) declares that he/she has read these special rental conditions and accepts them without reservation. They apply to the entire stay, which includes both the accommodation and the additional services ordered (ski lifts, parking, catering, etc.). The client guarantees the respect of these conditions by himself/herself but also by the persons who will take part in the stay and for whom he/she is responsible. The client must be at least 18 years old and legally capable of entering into a contract.

REGISTRATION AND BOOKING CONFIRMATION

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

- By the payment of a 25% deposit. The payment of the deposit automatically commits the booker to the acceptance, without modification, of the general and particular conditions of sale and cancellation.
- Reservations are accepted according to availability and the Chalet des Neiges reservation centre reserves the right to refuse any reservation that is excessive or abusive.
- Booking fee : 35 € per booking
- The client remains our main contact, both for the reservation of the chosen services and for their payment. It is therefore advisable for the client to make arrangements in advance to organise a single payment of deposit and balance.
- Special case of the FLASH Offer: this offer includes a discount for a stay paid in FULL at the time of booking.

ONLINE BOOKING

Stages of the online booking :

- The online booking procedure includes at least the following steps: the client searches for available flats, according to the criteria he/she has chosen (dates of stay, destination, number of people, etc.),
- The customer selects the flat of his/her choice by clicking on CHOOSE: the price including tax of the rental, the services associated with the stay, the optional cancellation insurance... are displayed, and allow the customer to add them to his/her basket and to check the details of his/her reservation.
- The customer must create an account and provide their details or log in to their existing customer account. All mandatory data is indicated by an asterisk. The customer is asked to provide their bank details to pay securely online. The client is invited to check the details of their booking before any payment.
- Special case of the FLASH offer: select in the drop-down menu at the bottom of the page the "Payment deadlines : Payment in one (1) instalment".
- Application fee: 30 € per application.
- After validation of the payment, a summary of the stay, on which a reservation number is given to the client, will be sent by e-mail. This number must be quoted in all correspondence. The balance will be requested 30 days before arrival (or 45 days before arrival in case of special offers such as Early Booking, loyalty discount,...). An automatic reminder will be sent to the booker by email.

PAYMENT OF THE BALANCE

The full price of your reservation and any additional services are due 30 days before the start of your stay (or 45 days before the start of your stay in the case of special offers such as Early Booking, loyalty discounts, etc.).

The client will be able to connect to his personal space on the planned date in order to pay the balance of his reservation by bank card or by transfer using the bank details mentioned on his reservation contract. The client must inform the Chalet des Neiges reservation centre of any payment by bank transfer, cheques or holiday vouchers (cheques and holiday vouchers are accepted up to 6 weeks before the start of the stay). The costs of transfers or

bank rejections are at the charge of the client. In the event of a balance not being paid on the due date, the Chalet des Neiges reservation centre 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. Any reservation made less than one month before the date of arrival must be paid in full at the time of booking to be confirmed; payment by cheque or holiday vouchers will not be accepted.

A few days before the client's arrival, and if the balance of the stay has been paid by the client, the Chalet des Neiges reservation centre will send him a voucher. Any sum due must be paid immediately or at the latest within 7 days of the invoice issued or of the event making it due. Failing this, interest at 3 times the legal rate of interest will be applied automatically and without any reminder from us.

Any reservation made less than 30 days before the arrival date must be paid in full to be confirmed; payment by cheque or holiday vouchers will not be accepted. No additional services can be refunded after payment of the balance.

RIGHT OF WITHDRAWAL

Chalet des Neiges wishes to remind you that, in accordance with article L 121-20-4-2 of the French Consumer Code, the right of withdrawal is not applicable to the provision of accommodation, transport, catering and leisure services, supplied on a specific date or according to a specific period. Therefore, all reservations and orders made on our website and with a sales consultant at the Chalet des Neiges reservation centre cannot be subject to a right of withdrawal.

CANCELLATION INSURANCE

For you, we have taken out an insurance policy for the "cancellation of seasonal rentals". To benefit from it, this insurance must be taken out at the time of booking and paid in addition to the 25% deposit (or the total amount of the stay in the case of a FLASH offer or a booking less than 30 days before the start of the stay). It is offered at a rate of 86€. It takes effect as soon as the deposit is paid and is non-refundable in the event of cancellation. It remains optional but will be offered to you automatically at the time of your reservation. If you do not wish to take out this insurance, it will be withdrawn at your request, in writing, at the reservation centre, before your reservation is confirmed. After the 14 day cancellation period, any insurance paid with the deposit will be considered as taken out and will not be deducted from the balance.

CANCELLATION AND MODIFICATION OF THE STAY AND RELATED SERVICES BY THE CLIENT

In case of cancellation of the stay, the Chalet des Neiges reservation centre applies the conditions detailed below. In case of unpaid balance within 30 days of arrival, the Chalet des Neiges reservation centre reserves the right to consider your reservation as cancelled and to apply accordingly the cancellation conditions provided for this purpose and defined hereafter without any compensation or reimbursement 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 Chalet des Neiges reservation centre.

Any change of date of stay, residence or flat, will be considered as a cancellation and will be subject to the cancellation fees mentioned below :

- In case of cancellation or modification of the stay :
 - if the cancellation or modification is made more than 30 days before the date of your arrival, we retain 75€ (as well as the amount of the insurance taken out at the time of the reservation and which is non-refundable).

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- if the cancellation or modification occurs between 30 and 15 days before your planned arrival date, we retain 50% of the total amount of your stay including additional services (ski passes, ski lessons, catering, etc.) (as well as the amount of insurance taken out at the time of booking, which is not refundable).

- if the cancellation or modification occurs between 14 days before the planned date of arrival and the planned day of 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 (ski passes, ski lessons, catering, etc.) (as well as the amount of insurance that would have been taken out at the time of booking and which is not refundable).

• In case of cancellation or modification of the stay within the framework of a special offer such as Early Booking, Loyalty Discount,...

- if the cancellation or modification is made more than 60 days before the date of your arrival, we retain 75€ (as well as the amount of the insurance taken out at the time of the reservation and which is non-refundable).

- if the cancellation or modification occurs between 59 and 46 days before your planned arrival date, we retain 50% of the total amount of your stay including additional services (ski passes, ski lessons, catering, etc.) (as well as the amount of insurance taken out at the time of booking, which is not refundable).

- if the cancellation or modification occurs between 45 days before the planned date of arrival and the planned day of 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 (ski passes, ski lessons, catering, etc.) (as well as the amount of the insurance that would have been taken out at the time of booking and which is not refundable).

• In case of cancellation or modification of the stay within the framework of a FLASH offer:

- if the cancellation or modification occurs between the day of the reservation 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 additional services (ski passes, ski lessons, catering, etc.) (as well as the amount of the insurance that would have been taken out at the time of the reservation and which is not refundable).

In the event of payment by credit card being refused, and unless it is rectified within 8 days, the reservation is automatically considered as cancelled, with no refund or compensation for the client.

ADDITIONAL SERVICES

All additional services (ski passes, ski lessons, parking, pets, etc.) must be pre-booked and pre-paid up to 10 days before arrival. They cannot be the subject of a request for reimbursement, even partial, from the establishment and the central reservation office, as soon as they are paid for, whether before arrival, on arrival, during or after the stay.

By default, the start date of the packages is the day following arrival. The establishment and the central reservation office cannot be held responsible for any disagreement with the client on this rule unless they have received an explicit written 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 booking office and validated at the time of confirmation or any other personal insurance to cover these costs. The cancellation insurance offered by us cannot be added after the confirmation of the option.

PRICES AND PROMOTIONS

Our prices are inclusive of all taxes and include the provision of accommodation, charges included (water, electricity, heating), with the exception of the tourist tax, payable directly on site.

In the event of an increase in VAT, the Chalet des Neiges Group reserves the right to apply this increase to the rates without prior notice and on the application of the new rate.

The ski lift prices are indicated without the ski insurance (Carré Neige or Assur'Gliss). The latter must be taken out at your request at the same time as your reservation or at the lift pass office in the resort concerned. The services sold as ski passes are for periods of 6 consecutive days. It is imperative that you read the general conditions of use of ski passes with the ski lift company in the resort. In order to benefit from the children's, seniors' or family rates, it is compulsory to provide us with the supporting documents requested by the ski lifts. Without proof, we will not provide passes. We are not responsible for any statements made in this regard. Free ski passes: Access to the ski areas requires a ticket even if it is free. We will not issue these passes. You must go to the ticket office with an official receipt so that the lift company can issue it to you. Early departures and unused ancillary services (such as ski passes, ski lessons, prepaid restaurant cards, etc.) will in no case be subject to any financial compensation or discount.

Promotions and discounts are not retroactive and cannot be accumulated. If you modify your reservation after the end of a promotional offer, the new rates will be applied without compensation.

TOURIST TAX

The tourist tax, collected on behalf of the local authorities, is not included in our rates. Its amount varies according to the municipality. It is paid on site. The amount of the tourist tax is likely to vary according to the legal provisions which could be taken. The establishment will automatically pass on any variation in this tax, without this being the subject of any claim.

RECEPTION AND HANDING OVER OF THE KEYS

The reception is at the reception where the stay has been booked. The keys are handed over on presentation of the voucher or booking form certifying the terms of the booking and payment of the stay. The client undertakes to take possession of the premises on the dates and times agreed and to pay the deposit on the same day by credit card imprint. In the event that these conditions are not met, the establishment reserves the right to refuse to hand over the keys and will be entitled to re-let the flat within 24 hours. The accommodation is available on the day of arrival from 5 pm and must be vacated by 10 am on the day of departure. In the event of departure after 10 a.m., a surcharge equivalent to the price of an extra day's occupancy will be charged to the client. Outside the opening hours of the reception of our establishments, the client must contact the reception without delay in order to organise his reception, in suitable time slots accepted by the establishment. In the event of a reception problem, in particular to find the flat or to collect the keys, the client cannot claim any compensation and Chalet des Neiges cannot be held responsible in any way.

A deposit will be requested at the time of handing over the keys by pre-authorisation on a bank card (Visa or Mastercard only) for a sum of 500€ per flat. In case of arrival outside the opening hours of the reception, the client is requested to come by himself the next morning to the reception of the residence, during the opening hours, in order to proceed with the formalities of handing over the keys.

Bills (extras, tourist taxes, bread delivery service, etc.) must be paid at the reception before the client's departure. In the event of non-payment at the time of departure, the establishment reserves the right to deduct from the deposit the sums due as payment for

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services. A receipt will then be sent to the email address used by the client when making the reservation.

STATE OF THE PREMISES, CLEANLINESS AND DETERIORATION

The Chalet des Neiges group makes every effort to receive its clients in the best possible conditions of quality, cleanliness and standing. However, it cannot guarantee an immediate and perfect result and it is left to the initiative and diligence of the client, upon arrival, to make an inventory of the flat and to report to the reception desk within 24 hours of arrival any complaint concerning the cleanliness or the state of the equipment in the flat he occupies. After this period, the client will have tacitly recognised the accuracy of the inventory and the conformity of the premises and the equipment and his objections will no longer be admissible (except for new malfunctions which must be reported immediately and on which Chalet des Neiges undertakes to do everything in its power to intervene as soon as possible). The client must immediately report to the reception any deterioration or breakage that occurs during his stay, whether the breakage is due to his own fault or that of a third party. The client will not be entitled to any compensation in the event of necessary intervention by the technical service in the flat during his stay. None of the objects installed in one flat may be moved to another. Otherwise, these objects will be considered as missing and treated as such. The client will be responsible for the objects contained in the rented flat and will be obliged to reimburse the missing or damaged objects, on the basis of their price, or the value of their restoration and/or the price of the necessary cleaning (particularly for bedding). In the event of damage to the premises, both to the private areas and to the common areas of the building (walls, ceilings, paintwork, sanitary equipment or other), the client will also be required to pay for the necessary repairs, according to the estimates drawn up by Chalet des Neiges. These costs of repairs, work, cleaning costs, etc. may be deducted from the deposit left by the client on arrival and Chalet des Neiges may pursue the recovery of the surplus, as well as any compensation corresponding to the real damage. At the time of departure and for the establishments where the end-of-stay cleaning is included, the client must leave the flat in a suitable state of order and cleanliness (furniture put back in place, fridge and dishwasher emptied and cleaned, dustbins emptied and cleaned, kitchen returned clean). If this is not done, a fixed sum of 250 € will be charged. For residences where the end-of-stay cleaning is not included, the client has the choice of doing it himself (furniture put back in place, fridge and dishwasher emptied and cleaned, dustbins emptied and cleaned, kitchen left clean, floors vacuumed and washed), or subscribing to the cleaning package with a supplement to be paid according to the category of the flat reserved. In this case, the furniture must be put back in place, the fridge and dishwasher must be emptied and cleaned, the dustbins emptied and cleaned, and the kitchen must be left clean.

SECURITY

The client must ensure that the doors and windows of his/her flat are closed at all times and in particular when he/she is absent. Chalet des Neiges cannot be held responsible in the event of theft, loss or damage to personal belongings, whether in the flat or in the residence's private car park or communal areas, including the ski room. Similarly, customers must not leave any objects or equipment on the balconies of their flat or in the communal areas of the establishment (reception, corridors, garages, etc.) and must ensure that their ski locker is closed. Chalet des Neiges cannot be held responsible for any failure to comply with these instructions. In the event of a break-in, Chalet des Neiges can only be held liable if the client 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 Chalet des Neiges. The client acknowledges that he has taken out all the necessary insurance policies to cover himself and the

persons and animals accompanying or visiting him, and for which he remains liable to Chalet des Neiges and to third parties.

We remind you that Chalet des Neiges cannot be held responsible for any personal belongings left inside your flat when you leave. In accordance with article 6 of decree no. 95-949 of 25 August 1995, please note that sleeping in a high bed is not suitable for children under the age of 6.

SWIMMING POOL AND RELAXATION CENTRE

Swimming pool and relaxation centre rules : Unaccompanied minors are not permitted in the relaxation centres and/or swimming pools of our establishments. Correct dress is required (swimming costume). In order to maintain the tranquillity of the premises and respect the rest of other customers, bathers must behave calmly: no shouting, music or ball games in these areas. To prevent any risk of accident, bathers are also forbidden from running on the beaches, diving into the pools, jostling each other or pushing other people into the pools. Animals, footwear, food and drink are strictly forbidden in the pool area and our relaxation centres. The establishment declines all responsibility in these areas. It reserves the right to refuse access to the swimming pool and relaxation centres to anyone who does not comply with these rules. Depending on the health regulations in force, access to the swimming pools and relaxation centres may be limited in terms of number of people and length of stay, or simply closed.

Those 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.

OCCUPANCY

The rented premises are for the exclusive use of pleasure accommodation. The customer shall enjoy the rented premises and furniture with all due respect, in particular for his neighbours. Please do not throw cigarette butts out of windows or over balconies. The rental is made for the maximum number of people specified in the flat description, and this number may not be exceeded. Chalet des Neiges therefore reserves the right to refuse to accept any additional persons. The use of cots for children under 3 years of age is limited according to the size of the flat.

In the event of disturbance at night and after two unsuccessful warnings by the residence managers, Chalet des Neiges reserves the right to keep the client's deposit and/or to have the client evicted from the accommodation, if necessary with the help of the police, this eviction putting a definitive end to the client's stay, without any compensation for the client.

BEHAVIOUR

Customers must be courteous and respectful towards staff and other customers. Any verbal or physical violence, inappropriate behaviour or comments of a sexual, sexist, racist, anti-Semitic or homophobic nature, as well as any form of harassment, may result in sanctions. In the event of non-compliance with these rules of good conduct, the residence reserves the right to punish the customer in accordance with the seriousness of the offence, to contact the police and reserves the right to lodge a complaint in the event of extreme behaviour.

WIFI

The WIFI speed provided in the flats (for flats with this service) is under no circumstances for professional use, but for private use, and limited to one computer per flat. We cannot guarantee a constant speed and connection, particularly due to the technical context of your stay.

PETS

Unless otherwise agreed with the Chalet des Neiges reservation centre, pets (dogs and cats only) are accepted up to a limit of two

SPECIAL TERMS AND CONDITIONS OF SALE AND CANCELLATION GROUPE CHALET DES NEIGES

per flat. The client will take all measures to guarantee the safety of neighbours and third parties, their peaceful enjoyment, and the cleanliness of the rented flat, the common areas and the surroundings of the building or flat. You remain responsible for your pet and any inconvenience or damage caused by it. Pets are not allowed on our premises without their owners and must be kept on a lead. It is essential to report the presence of an animal. If the owner is not present, our teams will not intervene in the flat (occasional cleaning or other interventions). A fixed price (excluding food or any other service intended for the animal) per animal will be payable at the time of booking. If the accommodation is left very dirty due to the presence of a pet, a pet cleaning fee of €80 will be charged in addition.

HOUSE RULES

To help you make the most of your stay, a set of house rules is available in each establishment. Please read and respect them.

CIGARETTES, CIGARS, VAPORISERS

For reasons of hygiene and safety, smoking is strictly prohibited in our establishment and flats. Please do not throw cigarette butts out of windows or over balconies. In the event of non-compliance, a penalty of €400 will be deducted from your deposit to cover the cost of cleaning up any odour pollution.

LOCAL DISTURBANCES

Chalet des Neiges cannot be held responsible for external disruptions which may interrupt or prevent the smooth running of the holiday, in particular in the event of lack of snow cover, exceptional snowfalls, electricity, gas or water supply; reduction, postponement or cancellation of activities and services offered by the resorts; noisy environment, natural disaster, road closure. The client may not claim any compensation from Chalet des Neiges.

DEPOSIT

A proof of identity of the main client as well as a guarantee deposit of 500 € by pre-authorisation (sum blocked but not debited from the main client's bank account) by Visa or Mastercard only, will be requested on arrival at the handing over of the keys, failing which, Chalet des Neiges would be entitled to refuse to hand over the keys to the booker. The sum retained as a deposit will be released within 20 days of the client's departure and after verification of the state of the flat. In the event of arrival outside reception opening hours, customers are requested to go to the residence reception desk themselves the following morning, during opening hours, in order to complete the formalities for handing over the keys.

Any amount due by the client to Chalet des Neiges for damage, dirty accommodation, missing objects, unpaid sums, keys not returned (a flat rate of €75 will be charged in this case), penalties, damages, etc. will be deducted from the deposit. If damage or offences are noted after departure, the amount of compensation will be debited from the deposit left by the client concerned. Similarly, in the event of non-payment at the time of departure, the establishment reserves the right to deduct from the deposit given as a guarantee, the sums due as payment for the service. A receipt will then be sent to the email address used by the customer when booking.

COMPLAINTS

Any complaint relating to a holiday must be sent by registered letter within 30 days of the holiday to :

GROUPE CHALET DES NEIGES, 625 Route des Marais, 73790 TOURS EN SAVOIE.

GENERAL AND SPECIAL CONDITIONS

Booking one of our holidays implies acceptance of our special conditions of sale and cancellation. We provide a general description and photos of our flats on our website www.chaletdesneiges.com.

We would also like to remind you that any request for a specific orientation or location of the flat is considered as a preference and does not constitute a contractual guarantee. It cannot therefore give rise to any right to compensation. All information concerning sports and leisure activities in mountain resorts and their surrounding areas is provided by the Tourist Offices and is given for information only. We cannot be held responsible if any of these activities are no longer available during your stay.

CNIL & RGPD

Information concerning the booker is confidential and is the subject of computer processing intended solely for companies in the Chalet des Neiges group. In accordance with the French Data Protection Act of 6 January 1978 and Ordinance No. 2018-1125 of 12 December 2018 issued in application of Article 32 of Act No. 2018-493 of 20 June 2018 on the protection of personal data and amending Act No. 78-17 of 6 January 1978 on data processing, data files and individual liberties and various provisions concerning the protection of personal data, the person booking has the right to access and rectify information concerning him or her. If the person booking wishes to exercise this right and obtain information about him or her, he or she should contact Chalet des Neiges reception.

DISPUTES

It is expressly agreed that any dispute concerning the interpretation and performance of these terms and conditions shall fall within the exclusive jurisdiction of the courts of the place where the registered office of the contracting company is located and shall be governed by French law.