

## INTRAWEST LODGING FRANCE

Our General Terms and Conditions of Sale conform to the provisions of Decree No. 94-490 of 15th June 1994 pursuant to Article 31 of Law No. 92-645 of 13th July 1992 establishing the conditions for conducting business activities relating to the organization and sale of travel and holidays. In order to comply with legal provisions, we are reproducing Articles 95 to 103 of that Decree.

### General Terms and Conditions of Sale

Art. 95 - Subject to the exclusions mentioned in the second paragraph (a and b) of article 14 of the aforementioned law of July 13 1992, appropriate documents meeting the requirements set out in the present section must be provided for all offers and sales of travel services or holidays. In the event of air tickets or scheduled travel tickets being sold not accompanied by services related to that travel, the vendor shall deliver to the purchaser one or more tickets for the whole journey issued by the carrier or under its responsibility. In the case of on-demand carriage, the name and address of the carrier on whose behalf the tickets are issued must be mentioned. Separate invoicing of the various elements of one and the same holiday package shall not release the vendor from the obligations placed on him under this section.

Art. 96 - Prior to the conclusion of the contract and on the basis of a written document bearing its company name, address and an indication of its current administrative authorization, the vendor must inform the consumer of the prices, dates and other aspects of the services provided in the travel or holiday such as:

1. Destination, methods, characteristics and categories of transport used.
2. Type of accommodation, location, standard of comfort and principal characteristics, type approval and tourist classification corresponding to the usages and regulations of the host country.
3. Meals provided.
4. Description of the itinerary in the case of a tour.
5. Administrative and health formalities to be carried out, particularly in relation to crossing borders as well as timings.
6. Visits, excursions and other services included in the package or available at an additional cost.
7. The maximum or minimum size of the group enabling the journey or holiday to go ahead and, if the journey or holiday is subject to a minimum number of participants, the latest date for informing the consumer if the journey or holiday is to be cancelled; that date may not be less than 21 days before departure.
8. The amount or percentage of the price to be paid by way of deposit on conclusion of the contract and the timetable for paying the balance;
9. The price review procedures as provided in the contract pursuant to Article 100 of this Decree.
10. Cancellation conditions of a contractual nature.
11. Cancellation conditions specified in Articles 101, 102 and 103, to follow.
12. Details of the risks covered and amount of cover taken out under the insurance policy covering the consequences of the travel agent's professional liability and the public liability of non-profit-making associations and organizations and local tourist organizations.
13. Information on taking out an optional insurance policy covering the consequences of certain circumstances of cancellation or assistance contract covering certain specific risks, in particular the cost of repatriation in the event of an accident or illness.

**Art. 97** - Prior information given to the consumer shall be binding on the vendor unless within it the vendor expressly reserves the right to change certain elements. In such case the vendor must clearly indicate how that change takes place and which elements it affects.

In any event, changes made to such prior information must be given to the consumer in writing before the contract is concluded.

**Art. 98** - The contract concluded between the vendor and the purchaser must be in writing, produced in duplicate, one copy of which is to be given to the purchaser, and signed by both parties. It must contain the following clauses:

1. The name and address of the vendor, its guarantor and insurance company as well as the name and address of the organiser.
2. The destination or destinations of the journey and, in the event of a split holiday, the various periods and their dates.
3. The types, characteristics and categories of transport used, departure and return dates, times and venues.
4. Type of accommodation, location, standard of comfort and principal characteristics, tourist classification in accordance with the usages and regulations of the host country.
5. Number of meals provided.
6. Itinerary in the case of a tour.
7. Visits, excursions and other services included in the total price of the travel or holiday.
8. The total price of the invoiced services and an indication of any review of that invoicing in accordance with the provisions of Article 100 below.
9. An indication, if appropriate, of any fees or charges relating to certain services such as landing, boarding or disembarkation charges in ports and airports, tourist taxes if these are not included in the price of the service(s) supplied.
10. The timetable and method of paying the price; in any event the last payment made by the purchaser may not be less than 30% of the price of the travel or holiday and must be paid on delivery of the documents enabling the travel or holiday to be undertaken.
11. Any particular conditions requested by the purchaser and accepted by the vendor.
12. The procedures by which the purchaser may make a claim on the vendor for non-performance or poor performance of the contract, which claim must be sent as quickly as possible, by registered letter with acknowledgement of receipt, to the vendor and possibly reported in writing to the organizer of the travel and the provider of the services concerned.
13. The last date for informing the purchaser of the cancellation of the travel or holiday by the vendor where the travel or holiday is dependent on a minimum number of participants, in accordance with the provisions of para. 7 of Article 96 above;
14. Cancellation conditions of a contractual nature.
15. Cancellation conditions provided in Articles 101, 102 and 103, below.
16. Details about the risks covered and the amount of cover of the insurance policy covering the consequences of the vendor's professional liability;
17. Information about the insurance policy taken out by the purchaser covering the consequences of certain circumstances of cancellation (policy number and name of insurance company) as well as the assistance policy covering certain particular risks, in particular the cost of repatriation in the event of an accident or sickness; in such case, the vendor must give the purchaser a document specifying at least the risks covered and those excluded;
18. The final date for informing the vendor in the event of the purchaser transferring the contract;
19. A written undertaking to provide the purchaser with the following information at least ten days before the scheduled departure date:
  - the name, address and telephone number of the vendor's local representative or, failing that, the names, addresses and telephone numbers of local organizations able to help the consumer in the event of difficulty or, failing that, a call number to contact the vendor in an emergency;
  - for minors travelling and holidaying abroad, a telephone number and address for making direct contact with the child or the responsible person at the holiday venue.

**Art. 99** - The purchaser may transfer his contract to a transferee who fulfils the same conditions as himself in respect of taking the travel or holiday as long as the contract has not yet come into force.

Unless there is a stipulation more favourable to the transferor, the latter must inform the vendor of his decision by registered letter with acknowledgement of receipt at least seven days before the start of travel. In the case of a cruise, that time limit is increased to two weeks.

Under no circumstances shall such transfer be subject to the vendor's prior authorization.

Art. 100 - If the contract contains the express possibility of a price review, within the limits provided in Article 19 of the above mentioned Law of 13th

July 1992, it must state the exact method of calculation of upward and downward price variations, and in particular the amount of transport expenses and related taxes, the currency or currencies which may have an impact on the price of the travel or holiday, the portion of the price to which the variation applies and the exchange rate of the currency or currencies used as a reference when establishing the price appearing in the contract.

Art. 101 - If the vendor is compelled to change any of the essential aspects of the contract such as a significant price increase, before the purchaser departs, the purchaser may, without prejudice to claiming reparation for any loss suffered, and after having been informed by the vendor by registered letter with acknowledgement of receipt:

? either cancel his contract and secure an immediate refund of any monies paid, without penalty;  
? or accept the change or replacement travel offered by the vendor; an endorsement to the contract specifying those changes shall then be signed by the parties; any price reduction shall be deducted from any monies still payable by the purchaser and if the payment already made by the latter exceeds the price of the amended service, any over-payment must be refunded to him before his date of departure.

Art. 102 - In the circumstance provided in Article 21 of the above mentioned Law of 13th July 1992, if the vendor cancels the travel or holiday before the purchaser departs, he must inform the purchaser by registered letter with acknowledgement of receipt; without prejudice to claiming reparation for any loss suffered, the purchaser shall receive an immediate refund of any monies paid from the vendor without penalty; in such case, the purchaser shall receive compensation of at least the penalty he would have incurred if he had made the cancellation on that date.

The provisions of this article shall not impede the conclusion of an amicable agreement whereby the purchaser accepts a replacement journey or holiday offered by the vendor.

Art. 103 - If, after the purchaser's departure, the vendor is unable to provide a preponderant part of the services provided in the contract, representing a not insignificant percentage of the price paid by the purchaser, the vendor must immediately take the following action without prejudice to any claim for reparation of any loss suffered:

? either offer services to replace the initial services, bearing any additional cost and, if the services accepted by the purchaser are of inferior quality, the vendor must refund the price difference as soon as he returns;

? or, if he cannot offer any replacement service or if they are rejected by the purchaser on valid grounds, provide the purchaser, at no additional cost, travel tickets so that he can return to the point of departure or to another venue accepted by both parties under conditions deemed to be equivalent.

## **SPECIFIC SALES CONDITIONS**

Particular terms and conditions of sale

### **ARTICLE 1 - REGISTRATION / BOOKING / PAYMENT**

#### **1.1 - Registration and booking terms and conditions**

**Every registration must be accompanied by a payment including:**

- The administration charge: 30€
- A deposit corresponding to:
  - 50% of the overall price of your booking and any additional services, whether included or not, in particular meals
  - 100% of the value of insurance premiums if you want to take out the insurance.

#### **1.2 - Premium facility**

- From the date of payment of fees and advances up to the 31st day inclusive preceding your stay, you will benefit from a premium facility. If you exercise it, the deposit paid will be refunded to you but the above mentioned administration charge will be retained by INTRAWEST LODGING FRANCE. The total amount of insurance is payable upon reservation and cannot be reimbursed.

- We would like to draw your attention to the fact that activities connected with the organization and sale of travel or accommodation services on a given date or for a specified period are not subject to the right-to-cancel period applicable to distance sales.

#### **1.3 - Payment of the balance**

The full price of your booking plus any additional services is payable:

- IMMEDIATELY while registration occurs on site upon arrival before the start of your holiday in the residence, in all cases, even last minute reservations.

If you have not settled the account within the specified timeframe and you have not used your premium facility, INTRAWEST LODGING FRANCE reserves the possibility to consider the sale as definitive from the 30th day before your stay depending on your reservation and may apply the cancellation conditions drawn up for this event and defined hereafter as a consequence. Your commitment therefore becomes final once receiving from INTRAWEST LODGING FRANCE the reservation confirmation.

#### **1.4 - Methods of payment**

**For INTRAWEST LODGING FRANCE**

- **For all bookings up to 15 days before your holiday, you may:**
  - **pay 100% of the cost of your holiday or you may proceed to payment of a deposit of 50% of your holiday by any method of payment: bank card (\*), cheque, (\*\*), or bank transfer (\*\*\*)**
- **For all bookings between 14 and 8 days prior to your holiday, you may:**
  - pay 100% of the cost of your holiday by bank card (\*), bank card (\*), cheque, (\*\*), or bank transfer (\*\*\*)
- **For all bookings made till 7 days prior to your holiday, you may:**
  - pay 100% of the cost of your holiday by bank card (\*) **ONLY**

Important: Foreign nationals may pay only by bank card, bank cheque from existing Bank in France, or bank transfer accompanied by the booking ID.

Payments are to be sent to the following address: INTRAWEST LODGING FRANCE – Services Debitors, BP 290, 73 375 Le Bourget Cedex

Products are open to sale subject to availability.

(\*) Bank cards accepted: Visa, Eurocard / Mastercard, American Express, Diners

(\*\*) Cheques and vouchers accepted: bank cheques, holiday vouchers (subject to the terms and conditions to be validated by the salesperson), gift vouchers (subject to the terms and conditions to be validated by the salesperson)

(\*\*\*) Bank transfer details: will be submitted upon reception of the reservation confirmation

## **ARTICLE 2 - PRICES**

### **2.1 - Accommodation**

Our prices include all taxes and include the provision of the accommodation, including charges (water, electricity, heating) but excluding tourist tax, payable on site, pet supplements, optional insurance premiums and administration charges, payable on booking where applicable.

**We would remind you that accommodation provided for a specific number of occupants on booking may not be occupied by a larger number of people.**

### **2.2 - Optional services**

Our accommodation rates do not include optional extra services on offer in the brochures, on our website or on site.

## **ARTICLE 3 - TOURIST TAX**

Tourist tax, collected on behalf of the local authorities, is not included in our prices. It is approximately €1.50 per adults per day and should be paid on site.

## **ARTICLE 4 - ALTERATION / CANCELLATION OF HOLIDAY BY THE CUSTOMER**

### **4.1 - Alteration**

#### **4.1.1 - Accommodation**

a) For any hotel stay of three nights or less, we will endeavour to accept your requests to change the date, type of accommodation or holiday venue as far as possible subject to availability. These alterations may be made at no additional cost. Any request to shorten your stay or reduce the number of apartments booked will be regarded by INTRAWEST LODGING FRANCE as a partial cancellation and will be subject to the cancellation procedures set out in point 4.2 below.

This means that for all changes of holiday date or place, we will apply the following charges:

- if your request to change is made within 30 days prior to your arrival and if the cost of the new booking is less than the cost of the initial booking: 30 euros.

No request to change will be taken into account if it is received by INTRAWEST LODGING FRANCE three days or less prior to your arrival.

NB:

- any request to extend the length of your holiday will be accepted by INTRAWEST LODGING FRANCE without any additional charge.

#### **4.1.2 - Optional services**

We will endeavour to accept your requests to change the optional services as far as possible subject to availability.

### **4.2 - Cancellation (total or partial)**

In the event of cancellation you must notify us either by post to the following address **INTRAWEST LODGING FRANCE, 11 avenue du Lac de Constance, 73 375 Le Bourget du Lac Cedex** or by fax **+33 4 79 26 44 65**

PARIS CEDEX 19, or by fax 33 ( 01) 58 21 50 97 for the attention of 'service annulations', or by e-mail to the following address:

annulation.adv@pierre-vacances.fr.

The date of cancellation is determined by the date of receipt of notification.

#### **4.2.1 - Accommodation**

Regardless of the date on which the booking is cancelled, we retain the administration charge initially paid (30 euros), if appropriate, and the amount of any insurance premiums paid.

In addition, from the 30th day prior to your stay, we will retain the following indemnities, depending on the type of holiday you have chosen:

- if you request a cancellation between 30 and 15 days prior to your arrival 25% \*

- if you request a cancellation between 14 and 8 days prior to your arrival 50% \*

- if you request a cancellation 7 days or less prior to your arrival 100% \*

\* of the total cost of the accommodation.

#### **4.2.2 - Optional services**

For any cancellation, from the 30th day (for a stay in a Residence) prior to your stay, of the additional services invoiced (entertainment, restaurants, etc.), we retain €30 for each service cancelled by way of a cancellation charge.

#### **4.3 - Non-appearance at holiday venue (NO-SHOW)**

If you do not turn up at your holiday venue, we will retain the administration charge initially paid and the premiums for any insurance policies taken out plus the following:

##### 4.3.1 - Accommodation

- 100 % of the total amount of your holiday. **(in case of a booking made 15 days prior to the arrival date which allow the payment 50% deposit, INTRAWEST LODGING FRANCE will charge the difference up to the amount of the initial booking)**

##### 4.3.2 - Optional services

You will not receive any refund for not using any booked and invoiced services at your holiday venue.

#### **ARTICLE 5 - ARRIVAL AND DEPARTURE**

INTRAWEST LODGING FRANCE draws your attention to the fact that failing full payment even after reminders have been issued, you will not be given the keys to accommodation if you present yourself at your holiday destination.

Keys are issued from 5pm on the day of your arrival provided the said payment has been made. These keys must be handed in by 10am on the day of your departure (Saturday in most cases).

NB: If due to major unforeseen events you cannot arrive at the set time, please note that INTRAWEST LODGING FRANCE provides 24h services at the reception desk.

#### **ARTICLE 6 - DEPOSIT**

A deposit of:

€500 per apartment, will be required on your arrival for This will be returned to you at the end of your holiday after you have paid for any additional services used on site (telephone, car park, etc.) less any compensation deducted for any damage caused.

#### **ARTICLE 7 - PETS**

Pets are accepted in our residences, on presentation of an anti-rabies certificate, for at a fixed price advised upon reservation process.

#### **ARTICLE 8 - BYE-LAWS (Intern Rules)**

In order to facilitate the smooth running of your holiday, bye-laws are posted in each apartment, room and house; please acquaint yourself with them and adhere to them. Certain precautions can prevent possible problems: close your picture windows before leaving your apartment, room or house and lock the door. We remind you that the P&V cannot be held liable for the loss of personal belongings left in your apartment, room or house when you vacate them.

#### **ARTICLE 9 - EARLY DEPARTURE / EARLY END TO SPORTS OR LEISURE ACTIVITIES**

Early departure or early end to sports or leisure activities booked with INTRAWEST LODGING FRANCE does not give any entitlement to reimbursement from them.

#### **ARTICLE 10 - CHANGES TO OUR PROGRAMMES**

If circumstances compel us, and only in circumstances of force majeure, outside our control, we may be obliged to change all or some of our programmes (total or partial closure of a site or a communal facility such as a swimming pool, restaurant, etc.). In the case of holidays including transport, you will be informed of the times and routes, types of train, plane or boat, subject to last-minute changes. Delays are sometimes inevitable (overcrowded airports, increase in air or rail traffic, strikes, bad weather conditions, etc.). You will be informed of any such circumstances as soon as possible.

#### **ARTICLE 11 - AFTER SALES SERVICE**

Our on-site teams are at your disposal during your holiday to respond to your complaints, resolve any problems and enable you to enjoy your holiday to the full. Simply contact them with any requests. After your holiday, any claim should be made:

- by registered letter with acknowledgement of receipt, sent to INTRAWEST LODGING France, - **Service Relation Clientele** - 11, avenue du Lac de Constance, - 75375 Le Bourget de Lac cedex

- by e-mail to: [info@intrawest-resorts-europe.com](mailto:info@intrawest-resorts-europe.com) within two months of the end of your holiday so that we can deal with it as quickly as possible. We draw your attention to the fact that the longer you take to inform us of your claim, the more difficult it becomes to deal with it in your best interests. In your letter, please specify the name of the person who booked the holiday, the booking number, the place and dates of your holiday and the type of apartment or room booked in order to facilitate the processing of your claim. Please also enclose all documentary evidence to enable us to process your claim as quickly as possible: certificate issued by the site and/or personal documents (certificate of non-use of services, certificate of premature departure, hospitalization report, etc.).

## **ARTICLE 12 -CATALOGUE**

Booking one of our holidays implies acceptance of our particular terms and conditions of sale. General descriptions and photos of apartments are provided for informational purposes only. Given the diversity of the INTRAWEST LODGING FRANCE range, there are differences in the layout and decoration of certain apartments and rooms. In our catalogue and on our website, we give you a general description of our apartments, sectional drawings, photographs and virtual visits, for information purposes.

For further details, please do not hesitate to ask your travel agent. We would also remind you that any request for a specific apartment location or orientation is an additional service and does not constitute a contractual guarantee.

All information on sporting and leisure activities at the resorts and surrounding area is supplied to us by tourist offices and is passed on to you by way of indication. We cannot be held liable if any of these facilities are no longer available at the time of your holiday. For further information on the facilities of the resorts, please contact their respective tourist offices directly. As our catalogue is printed well in advance, please ask your travel agent about opening dates, sports facilities (type and quantity), activities and services offered by the site which determine your choice of site. Furthermore, we cannot be held responsible for works undertaken by individuals or local authorities which might inconvenience our customers in the resorts or towns.

## **ARTICLE 13 - RESPONSIBILITY - LIABILITY**

- We would draw to your attention the fact that renting a holiday apartment does not fall within the framework of hoteliers' liability. Consequently, P&V cannot be held liable in the event of the loss or theft of or damage to personal effects in our Residences, apartments, car parks or communal areas (bicycle shed, etc.)
- Please note that the liability of hotel operators for the rental of accommodation in the hotels is governed by the French Civil Code. The hotel operator can therefore be held liable only within the legal limits in the event of loss, theft or damage to personal belongings in their rooms, car parks or communal facilities (ski sheds, cycle garages, etc).
- Provision for amounts due to INTRAWEST LODGING FRANCE is not included in the field of application of the hotel statute (article 2272 of the Civil Code). In exception to Article 2244 of the Civil Code, the sending of a registered letter by P&V to any client-debtor interrupts the statute applicable in such a case.

## **ARTICLE 14**

In order to improve the quality of our customer reception services, please note that your telephone calls with our employees may be recorded.

**INTRAWEST LODGING FRANCE**  
*Identifiée au register du commerce de CHAMBERY le N°478.806.326*