

### GENERAL

A reservation implies the Customer's complete, unconditional acceptance of all the General Terms and Conditions of Sale, without prejudice to existing procedures. The current terms and conditions of sale apply to all reservations and in addition to specific conditions of the different PVG establishments mentioned in any proposition and quote.

### ARTICLE 1 • CUSTOMER CHARTER FOR THE PROTECTION OF PERSONAL DATA

The current terms and conditions also include the customer charter for the protection of personal data. The acceptance of the present terms and conditions implies the express acceptance of the conditions of this Charter.

### ARTICLE 2 • TARIFS

All tariffs are indicated in Euros and inclusive of tax.

Payment of your stay must be made in Euros. Our prices do not include: tourist tax, any supplement for a pet, the deposit paid on arrival and returned after your stay and any possible additional services or entitlements.

Under no circumstances can any special offer or reduction be applied retroactively.

Prices include VAT where applicable on the day of the order, and any change to the rate of VAT will automatically be transferred to the price indicated on the invoice.

All modification or introduction of new taxes by law imposed by the authorities will automatically be applied to the prices indicated on the date of invoice.

### ARTICLE 3 • TOURIST TAX

Until 31/12/2024

**La Clusaz:** 3-star = € 1,60 ; 4-star = € 2,50 ; 5-star = € 3,30 / per day / per adult (→18 years old)

**Anney:** 4-star = € 1,45 / day / person

From 01/01/2025

**La Clusaz:** 3-star = € 1,70 ; 4-star = € 2,60 ; 5-star = € 3,40 / per day / per adult (→18 years old)

**Anney:** 4-star = € 1,45 / day / person

### ARTICLE 4 • RÉSERVATION

Your reservation will be considered confirmation on reception of the confirmation of stay following payment of any required deposit to the establishment.

Any delay in payments specified under certain terms and conditions will result in an automatic, unilateral cancellation of the reservation. The guest rooms in question may then be resold by the establishment and any deposit may not be refunded as compensation.

### ARTICLE 5 • PAYMENT

To confirm your reservation, a deposit may be paid by bank transfer, cheque, chèque-vacances (*these must be in the name of the customer and be sent to us duly completed by registered letter*), credit card with a signed authorisation of direct debit or by Clic & Pay, our secure payment method.

Any extra entitlements and services, tourist taxes, etc are payable by: cash, under € 1000 or € 15,000 for clients with a tax residence outside France on presentation of a proof of address, credit card (*Visa, Mastercard, American Express, Diners*), cheque from a French bank account, gift vouchers from the establishment, luncheon vouchers and for the PVG establishments included in the Relais & Châteaux register, certified Relais & Châteaux gift vouchers and gift boxes. The credit card used for the reservation, as well as valid identity papers must be presented on arrival. If this is not the case, access to your accommodation may be refused by PVG establishments. Chèques-Vacances: PVG establishments are recognised by the National Agency for Chèques-Vacances.

### ARTICLE 6 • MODIFICATION OF THE LENGTH OF STAY

Any reduction in the length of stay during the stay will not be reimbursed and the cost of the full stay as stipulated in the reservation will be invoiced.

### ARTICLE 7 • CANCELLATION BY THE CUSTOMER



We must be contacted in writing in case of cancellation. If you have reserved through a non-direct provider (online tourist agency, online reservation office, etc) you must contact the customer relations of the said agency to manage the cancellation. Cancellation conditions will be communicated at the time of reservation. Non-exchangeable, non-refundable and non-modifiable : In the light of the preferential rate given by PVG establishments, the subscription to offers, services and reserved stays are neither exchangeable, refundable nor modifiable. For all partial or total cancellation, we will charge:

#### **WINTER 2023 - 2024**

- **From the date of reservation to D-15:** free cancellation,
- **D-14 to DDay:** 100% of the total amount.

#### **SUMMER 2023**

- **From the date of reservation to D-8:** free cancellation,
- **D-7 to DDay:** 100% of the total amount.

In the event of cancellation of a stay in one of our chalets or one of our residences, the application fee of € 30 cannot be refunded.

### **ARTICLE 8 • CANCELLATION BY THE ESTABLISHMENT**

In case of events outside their control, PVG establishments reserve the right to modify services and prices of stays or cancel courses, passes and all-inclusive stays.

In this case, the client may cancel their stay without the application of the conditions of cancellation. Any payment made for the stay will be totally refunded; the client may not claim any further compensation.

### **ARTICLE 9 • RELOCATION**

In the case of non-availability, force majeure or any technical problem in PVG establishments, or for any other reason, the said establishments reserve the possibility to accommodate all or some of the clients in an equivalent or superior accommodation with services of the same nature. PVG establishments may not be pursued for any additional compensation.

### **ARTICLE 10 • RIGHT OF WITHDRAWAL**

The right of withdrawal of distance selling does not apply to the purchase of accommodation, transport, dining services or leisure activities on a specific date or period (*ticket for a show*).

The right of withdrawal for distance selling applies to the sale of gift vouchers for services with a validity of one year.

### **ARTICLE 11 • FORCE MAJEURE**

Force majeure includes any event beyond the control of the parties, that is not reasonably foreseeable and may inhibit either the client, or management of PVG establishments from fulfilling all or part of the obligations included in their contract. The cases considered as force majeure are those considered as such by the French courts and legal institutions.

Neither part can be held responsible towards the other in the case of non-fulfilment of the obligations included in the contract. It is expressly agreed that in the case of force majeure each party will assume their own costs incurred when unable to perform their obligations.

### **ARTICLE 12 • INSURANCE**

Civil and penal responsibility is not suspended during a stay in a hotel or residence. The client is responsible for any damage caused by themselves and agrees to bear the cost of damaged caused and any repairs required of the establishment, furniture and objects therein.

### **ARTICLE 13 • COMPLAINTS AND DISPUTES**

According to article L.612-1 of the Consumer code, clients may attempt to find a mutual understanding. In the case of a negative response or in the absence of a response of the PVG establishment customer service within 60 days from reception of the referral, the client may refer to an appointed mediator at the Association des Médiateurs Européens (AME CONSO) within 1 year of the written complaint to the customer service. The consumer mediator referral procedure should be completed using the appropriate form on the web site of AME CONSO, [mediationconso-ame.com](http://mediationconso-ame.com), or in writing to l'AME CONSO, 11 Place Dauphine – 75001 PARIS. There is also a European platform for online dispute resolution <http://ec.europa.eu/consumers/odr/>

### **ARTICLE 14 • ANIMALS**

Animals are accepted according to the specific conditions of each establishment in the PVG Group. Please contact the establishment where you will be staying for further details.

### **ARTICLE 15 • APPLICABLE LAW IN THE EVENT OF DISPUTES**

It is expressly understood that only the French version of these Terms is applicable. Accordingly, in case of difficulty in interpretation / application of the provisions of any of these Terms, it will be necessary to refer specifically and exclusively to the French version.



These Terms are subject to French law both in their interpretation and implementation.

#### **ARTICLE 16 • PARTIAL INVALIDITY**

The invalidity of one or several of the current terms and conditions will not lead to the invalidity of the whole terms and conditions. All the other provisions of the current terms and conditions shall remain in full force and effect.

#### **ARTICLE 17 • REPRESENTATION OF ESTABLISHMENTS**

Photos present on the websites are not bonding. Although we make every effort to ensure that the photos, graphic drawings and texts give an accurate impression of the accommodation provided, variations may occur, due to change of furniture or possible renovation, for example. The client is not entitled to make any claim resulting from this. PVG establishments shall not be liable for any special, indirect or consequential damages or any damages whatsoever arising from loss of business or profits arising out of or in connection with the use of information available on this website made by a third party, made by the customer or made by its partners.

#### **ARTICLE 18 • EVOLUTION OF CURRENT TERMS AND CONDITIONS**

The current terms and conditions are susceptible to change and be updated on our websites. In this case, the new version of the general terms and conditions will be applicable to all reservations as from the date of publication on the website. For reservations before this date the former version of the general terms and conditions will apply.

#### **ARTICLE 19 • IN THE CASE OF A HEALTH CRISIS**

If a health emergency is declared by the French State or the residential country of the client that restricts free movement within an area, paid deposits may be deferred over an 18-month period as from the cancellation date or a refund may be paid after 18 months.

