



## VAL THORENS RESERVATION GENERAL SALES CONDITIONS

### **1/ RESERVATIONS:**

**Option:** VAL THORENS RESERVATION will send you an option contract detailing the different services reserved, the price of the holiday as well as the date on which the option expires.

The descriptions and pictures are not contractual. Please verify that the description of the services reserved correspond to those required. Please confirm your reservation with VAL THORENS RESERVATION before the option expires by returning a signed copy of the contract along with a deposit of 30% of the total sum of the holiday (100% of the total sum of the holiday for non-cancellable/non-refundable reservations).

**IMPORTANT:** Online payment denotes signature of the contract and acceptance of the present Val Thorens Reservation General Sales Conditions.

The confirmation of the reservation, which resumes the essential elements, such as the identification of the service and the price, will be sent to you, by e-mail for a maximum deadline of 1 working day. All our offers are subject to availability.

VAL THORENS RESERVATION reserves the right to correct any price error on its web site and/or on the reservations/option showing an erroneous price. In such circumstances, VAL THORENS RESERVATION will give you the opportunity to maintain your reservation (if possible) and to pay the rectified price, or to accept an alternative proposed by VAL THORENS RESERVATION, or to cancel your reservation without penalty.

VAL THORENS RESERVATION is not obliged to supply services with an incorrect or inferior price, even if you received a confirmation of reservation via e-mail.

If no deposit is received before the option expires, then the option will automatically be cancelled. The outstanding amount is due 30 days before arrival.

For any payment by credit card, the balance will be debited automatically on the same credit card 30 days before the arrival date. If you want to use another payment method, please let us know.

If payment is not received within the correct deadline, VAL THORENS RESERVATION has the right to consider that the reservation has been

cancelled by the client and to apply the appropriate penalties as marked under 2 below.

For late bookings (less than 30 days before arrival) the signed contract must be returned along with full payment for the holiday.

For last minute bookings (less than 7 days before arrival), only payment by credit card will be accepted.

After receiving full payment for your holiday, VAL THORENS RESERVATION will send you a voucher which must be presented to your accommodation provider on arrival.

For accommodation rentals, a breakage deposit will be required on key collection. If no breakage deposit is provided, the accommodation provider may not allow you to enter the accommodation. The breakage deposit will be returned at the latest 1 month after your departure, when any extra services have been paid, and after the deduction of any monies charged for damage caused.

Article L221-28 12 of the French consumer code states that the right of the consumer to change his mind 14 days after an online purchase does not concern the online purchase of travel, all-inclusive or otherwise, nor does it concern the online purchase of tourist services.

Any reservation or payment which would be irregular, ineffective, incomplete or fraudulent for an attributable motive to the client, will result in the cancellation of the reservation at the expense of the client, according to the conditions of article 2/B below, without prejudice to any civil or criminal proceedings against the latter.

VAL THORENS RESERVATION reserves the right to cancel any reservation if VAL THORENS RESERVATION has good reason to believe that it is fraudulent. In this case, VAL THORENS RESERVATION will try to get in touch with you by using the phone number and the e-mail address which you will have communicated on your reservation form.

If VAL THORENS RESERVATION is not able to get in touch with you, the reservation will be cancelled without VAL THORENS RESERVATION being held responsible.

**In an effort to reduce credit card fraud, VAL THORENS RESERVATION reserves the right to carry out checks and can ask you to transmit by**



**mail or by e-mail documentary evidence of your mailing address, electricity charges, a recent bank statement or any other document giving evidence of your place of residence as well as a copy of the credit card and the recent statements made before your reservation.**

## **2/ MODIFICATION OR CANCELLATION:**

### **A/ Modification by the client:**

Any confirmed changes to your reservation must be notified in writing.

The only modifications accepted are those marked on a new contract sent by VAL THORENS RESERVATION. (No corrections made directly by the client on a VAL THORENS RESERVATION document will be taken into account).

The modifications do not, in any circumstance, change the payment conditions for the balance. All changes to the holiday date or to the accommodation or other extra services (ski-pass, transfer, ski school lessons and all extra activities) originally booked by the client constitutes a cancellation of the initial booking (along with the charges that this implies) and the booking of a new order.

The booking of a new order is liable to the individual sales conditions and will depend on the number of places available.

Each individual change to the booking will be charged at 15 € TTC.

### **B/ Cancellation by the client**

All full cancellation of a confirmed reservation must be notified to VAL THORENS RESERVATION by registered letter or by e-mail, the date of receipt counting as the cancellation date:

- Up to 60 days of your arrival we retain 50 €
- Between 59 and 23 days before the arrival date, we retain 30% of the total sum of the holiday (equivalent to the deposit paid).
- Between 22 and 16 days before the arrival date: penalty of 50% of the total sum of the holiday
- Between 15 and 8 days before the arrival date: penalty of 75% of the total sum of the holiday
- Between 7 days and NO SHOW: penalty of 100% of the total sum of the holiday

If the client has bought a cancellation insurance through VAL THORENS RESERVATION and if the reason for the cancellation is covered by the

insurance company's policy, the client may ask for the sums paid to be reimbursed exclusively to the insurance company.

In all circumstances, the booking fees and the cancellation insurance premium will be kept by VAL THORENS RESERVATION.

### **C/ Interruption of the holiday:**

If the holiday is cut short, the client will not receive any repayments unless he has bought a cancellation insurance which covers the client's particular case.

### **D/ Interruption or cancellation of the holiday as a result of a ruling by a national or local French administrative authority (public authority) or any measures implemented by such an authority.**

In the event that a national or local French administrative authority takes a decision (closure etc.), or implements one or more measures restricting the movement of persons and preventing a client from having access to the accommodation and holiday location that they booked in the resort or requiring them to end their holiday in the resort early, VAL THORENS RESERVATION will refund a percentage of the full amount paid pro rata to the number of days lost. VAL THORENS RESERVATION reserves the right to retain any booking charges.

EXCLUSION: This clause will not be applicable if a decision is taken or measure implemented by a foreign authority.

## **3/ INSURANCE:**

VAL THORENS RESERVATION offers clients the possibility to purchase an insurance (4% of the total amount) which covers cancellation of bookings in the following circumstances. (PM CONSEIL INSURANCE COMPANY 11 PLACE DU MARCHE COUVERT – BP4 – F 91222 BRETIGNY SUR ORGE CEDEX).

Once you have taken out the cancellation insurance it is not possible to cancel it.

This policy guarantees:

**Definition: The insured is the reserver of the stay, his or her spouse or concubine, their relatives in the ascending or descending lines, sons in law, daughters in law, brothers, sisters or persons mentioned or designated.**



# Val Thorens

## RÉSERVATION

1 - Coverage: property damage as a result of fire, explosion, water damage, within a limit of EUR 15 245.2 - Glass coverage within a limit of EUR 2 287 including EUR 137 for temporary closing costs. Absolute excess of EUR 46 per claim. 3 - Other damage to property rented belonging to the owner: within a limit of EUR 2 287 for all damage occurring during the stay period. Absolute excess of EUR 46 per claim. 4 - Civil liability – Within a limit of EUR 1 524 490 for every liability of the renter to the owner within a limit of EUR 457 347 for neighbour and third-party claims.

### **CANCELLATION INSURANCE:**

Refund of amounts paid for the price of the stay after deducting the insurance premium, including the related rental services, which the Insured should pay in the event of cancellation as a result of the following events:

1- The insured being affected by serious disease, serious injury or death to themselves. Serious disease or injury is to be understood as any alteration of the health or any bodily injury preventing the Insured from leaving the home or hospital where the Insured is being treated on the date of departure as proven by a work leave certificate or doctor's certificate indicating the above-mentioned prevention or preventing the practice of the main activity of the stay.

Relapses or previous sicknesses or injuries are covered provided the sickness or accident did not arise in the MONTH preceding the reservation date. Regarding Sickness/Accident events involving the Cancellation coverage, the Insured shall give access to his medical records to the Company's doctor, failing which no cover will be effective.

2- Fire, explosion, theft, water damage or natural event resulting in significant damages at the Insured's home and occurring prior to his departure or during the stay and requiring his presence on the site of the event or at his second home or company.

3- Prevention from taking possession of the rented property as a result of the dismissal or transfer of the Insured, provided the date of the event is after the reservation date

EXCLUSION: Dismissal for serious misconduct.

4- Prevention from reaching the resort by road, railroad, plane on the date of the beginning of the stay and within the following 48 hours: as a result

of roadblocks, strikes, floods or natural events preventing traffic, certified by the relevant authority, car accident involving the insured, theft or attempted theft of the Insured's vehicle within one month before the stay beginning date.

5- As a result of changes in the Insured's holiday dates by the Insured's employer.

6- Jury service, notice for a medical examination or expertise.

### **IN THE EVENT OF INTERRUPTION OF STAY OR DELAYED ARRIVAL:**

The refund of the stay price shall be calculated in proportion to the time unused as a result of the interruption, resulting from any of the events listed in the Cancellation coverage - & 1, 2, 3, 4, 5, 6.

### **SPECIFIC CANCELLATION EXCLUSIONS:**

It is agreed that the coverage shall not be effective in any of the situations specified below:

Sickness or accident that the Insured is aware of upon reserving, resulting in treatment during the month before the rental reservation date.

Pregnancy except for any complications due to that condition, miscarriage, birth and consequences, within one month before the effective reservation date.

For thermal treatment, need for aesthetic treatment (except as a result of an accident or sickness), psychiatric or psychotherapeutic treatment, including nervous breakdown.

Sickness or accident due to alcoholism, drunkenness, use of non-medically prescribed medicines, drugs, narcotics.

Accident caused by the practice of sport: flying, bobsleigh, skeleton, mountain climbing, ice hockey, motorsports, scuba-diving.

### **4/ RESPONSABILITY:**

VAL THORENS RESERVATION is in no case responsible for incidents to the holiday, accommodation or the services offered during the holiday caused by force majeure or by someone outside the organisation.

The client must insure himself against rental risks, theft, fire and water damage.



## **5/ PROBLEMS:**

Any problems concerning the holiday must be sent to VAL THORENS RESERVATION by registered mail no later than 8 days after the end of the holiday.

If a client does not take advantage of one or several services included in the package, no reimbursement or any other sort of compensation will be offered by VAL THORENS RESERVATION.

In the case of a dispute, only the Tribunal de Grande Instance d'Albertville (Magistrate's Court) is competent to judge the affair. (73200)

## **6/ INFORMATION AND PERSONAL DATA**

Personal data acquired from the client for identification purposes is subject to computer processing by the VT RESERVATION centre pursuant to the amended Data Protection Act 78-17 of 6th January 1978 and Regulation (EU) 2016/679 of 27/04/2016 – the General Data Protection Act, effective from 25th May 2018. This makes VT RESERVATION responsible for the processing.

Data is recorded in their client file and processed for the following purposes:

- General client relationship management
- After-sales service
- Order management and processing, invoice and unpaid invoice processing and handling disputes
- Registering and creating a client account for ordering at [reservations.valthorens.com](https://reservations.valthorens.com),
- Sending newsletters.

Access to personal data is strictly limited to employees of VT RESERVATION authorised to process it as part of their role.

Information obtained is sent to Val Thorens Tourist Office as part of the Cycle Relationnel de Séjour (CRS), which involves sending information about the resort, via newsletters in particular. VT RESERVATION partner service providers also receive client reservations showing their contact details. Partners are required to use them in compliance with the statutory provisions applicable with regard to personal data protection. In addition to the above instances, VT RESERVATION may not sell, lease, transfer or divulge personal data to third parties without the prior consent of the client, unless required to do so for a legitimate reason.

Should data be transferred outside the EU, the client will be informed and the measures taken to

secure the data will be stated (for example, external service provider's membership of "Privacy Shield", adoption of standard protection clauses approved by the CNIL, adoption of a code of conduct, obtaining CNIL certification, etc.).

Information and personal data are kept by VT RESERVATION in accordance with its statutory obligations and for the processing time required for the purposes referred to above (for example, as part of a business relationship, a maximum of 5 years from the end of this relationship).

Under the provisions of the applicable regulations, the client has the right to access, rectify, erase and restrict the portability of their personal data, and the right to object to processing for a legitimate reason. Rights may be exercised by letter to VT RESERVATION: Maison de Val Thorens – VAL THORENS – 73440 LES BELLEVILLE FRANCE or by email to [reserver@valthorens.com](mailto:reserver@valthorens.com). The client must provide a copy of their ID. The client must also communicate any complaint to VT RESERVATION and will receive an answer within thirty (30) days of receipt. If the problems persist and they consider that they have not had satisfaction, the client may go to the CNIL. <https://www.cnil.fr/>

## **7/ GENERAL TERMS AND CONDITIONS OF SALE FOR ADDITIONAL SERVICES PROVIDED BY A SKI SCHOOL:**

### ***A/Prices:***

The prices indicated include the teaching service provided by an instructor, excluding any other services (insurance, ski lifts, accommodation, etc.), unless otherwise specified. Consequently, the student must, before the scheduled lesson time, obtain a ski pass for access to ski lifts and, depending on their choice, an insurance policy that covers them against the inherent risks of practicing sports in a mountain environment (liability, rescue, etc.).

### ***B/Registration and Payment Terms:***

The prices are presented on our online sales website. Full payment is required at the time of booking. This payment signifies the conclusion of the contract and is confirmed by the sending of an email summarizing your services. The right of withdrawal within 14 days, as provided for in Article L221-18 of the Consumer Code, does not apply to services offered for sale under 12° of



## Val Thorens RÉSERVATION

Article L.221-28, as they are leisure activity services to be provided on a specific date.

**C/ Cancellation or Interruption by the Client:**

- Cancellation more than 7 days before the start of the service: Val Thorens Réserve will refund the full amount of the service.
- Cancellation within 7 days before the start of the service: Val Thorens Réserve will refund the service with a 30% retention of the amount paid.

**8/ GENERAL TERMS AND CONDITIONS OF SALE  
FOR SKI LIFTS VAL THORENS - ORELLE AND LES  
3 VALLEES**

These General Terms and Conditions of Sale apply to all passes on ski lifts sold by Val Thorens Réserve via the SETAM (ski lift company), and giving access to the ski areas of Val Thorens-Orelle or Les 3 Vallées (area connected with the ski areas of Les Menuires, St Martin de Belleville, Meribel and Courchevel).

**A/ Prices:**

The prices indicated are subject to change, in particular in the event of changes in applicable taxes or very high inflation.

**B/ Registration and payment terms:**

Any purchase of a lift pass with our preferential rate is only possible with the booking of an accommodation through us, **up to 5 days before the start date of the lift pass**. There are two types of lift pass from 2 days: Val Thorens-Orelle or Les 3 Vallées. The number of lift pass purchases is limited to the total capacity of the person in the accommodation booked. Rates are shown on our online website. This payment manifests the conclusion of the contract. It is confirmed by sending an email summarizing your services. The sale of "3 Vallées" lift pass may be deferred in case of insufficient snow cover or closure of 3 Vallées lifts.

**C/ Cancellation or interruption by the client:**

- Lift pass not used: in the case that the ski pass is not used, a request for a full refund of the order may be requested either by email, phone or on site within 90 days. You will have to provide the lift pass number.

- Lift pass partially used: in the case that the lift pass is partially used, it's not possible to get a refund or exchange. In case of illness, accident or other personal event, an insurance service can cover this risk. This is the Carré Neige insurance that you can subscribe when buying a lift pass through us.

The rate 6 days = 5 days which means that one day is offered for any 6 days lift pass purchased, a total or partial closure of the ski area during one day of the week does not give right to any financial compensation.