General Terms and Conditions of Sale for Accommodation Services

PREAMBLE

The company **sarl LA GRANDTERRE**, a limited liability company with a share capital of €282,183.13, whose registered office is located at 15 rue du Caroux, 38114 Vaujany (France), registered with the Trade and Companies Register under No. 422 854 943 RCS Grenoble, represented by Bruno AVEQUE acting as manager, operates the following commercial establishments:

- The hotel Le V** de Vaujany**, located at 469 Place du Rissiou in Vaujany
- Chalet La Perle de l'Oisans****, located at 15 rue du Caroux in Vaujany
- Chalet La Fedora****, located at 23 route du Rochas in Vaujany

These shall hereinafter be referred to as: **the Company** or **the Establishments**.

1. PURPOSE

These General Terms and Conditions of Sale ("GTC") apply to sales transactions concluded between the Company and the Client.

They replace any previous version that may have been published or accepted by the Client.

The present GTC apply to any use of the websites, telephone, or email for the sale of all services offered by the Company: hotel accommodation, apartment rental, and any related or supplementary services.

The Client must read these GTC carefully. A hyperlink referencing them is available on every page of the website. Clients are advised to download or print the GTC on the day of booking, as they may be modified later; such modifications will not apply to bookings made prior to the changes.

The GTC may be supplemented by specific terms indicated on the booking confirmation sent to the Client. Conditions of sale for external service providers are available on their website or on-site.

2. CLIENT

The Client acknowledges having legal capacity to contract, i.e., being of legal age and not under guardianship.

The Client also declares using the websites in compliance with these GTC, on their own

behalf and on behalf of all beneficiaries of services booked (the "Beneficiaries"), for whom the Client acts as representative. The GTC will also apply to the Beneficiaries.

The Client is financially responsible for use of the websites by themselves or by the Beneficiaries, unless they can prove fraudulent use with no fault or negligence on their part.

The Client guarantees the accuracy of all information provided for themselves and for the Beneficiaries.

The Company reserves the right to refuse to contract with any Client who uses the websites fraudulently or violates these GTC.

3. RIGHT OF WITHDRAWAL

Under Article L 121-21-8 of the French Consumer Code, the services offered by the Company are not subject to the right of withdrawal for distance selling provided in Articles L.121-21 et seq.

As a result, booked services are subject exclusively to the cancellation and modification terms provided herein, and the Client cannot invoke a right of withdrawal.

4. BOOKING

Every booking must be accompanied by a deposit equal to **33% of the total price** of the accommodation and any optional services booked.

Payment must reach the Company **within 5 business days** after the booking option is created.

After this period, the option will be cancelled.

A booking becomes final only once confirmed by the Company (via email confirmation). Without confirmation, the booking is not considered final.

The duration of the contract corresponds to the length of the reserved stay.

The Client certifies the accuracy of all information provided. The Establishments may refuse any booking from anyone making fraudulent use of the website or violating these GTC.

Required Information

The Client must provide mandatory information, including personal data necessary for handling the reservation. The Establishments reserve the right to refuse any booking with missing or incorrect data.

The Client must indicate the number and ages of guests; minors aged **13 or above** are considered adults.

For hotel rooms

Full payment for accommodation and optional services is required **7 days before arrival**.

For bookings made fewer than 7 days before arrival, full payment is required upon booking.

If the balance is not paid 7 days prior, the Company may cancel the booking and apply cancellation fees.

For chalet apartments

Full payment is due **1 month before arrival**.

For bookings fewer than 30 days before arrival, full payment is required upon booking. If the balance is not paid 30 days prior, the booking may be cancelled with applicable cancellation fees.

5. PRICE

Prices are inclusive of all taxes and include accommodation and utilities (water, electricity, heating), except for the **tourist tax**, which is payable on-site.

Optional services are not included unless explicitly stated.

In the event of an increase in VAT or introduction of new taxes, the Company may adjust prices accordingly without notice.

Unless otherwise stated, optional services (e.g., breakfast, half-board, full-board) not selected at the time of reservation are not included.

Prices apply per accommodation type, for the number of occupants, and for the chosen dates.

Prices on the website may change at any time without prior notice. Only the price indicated on the booking confirmation is contractual.

Promotional offers are not retroactive.

Tourist tax is paid by the Client directly to the Establishment.

Cheques are not accepted.

6. ARRIVAL AND DEPARTURE

Hotel rooms

Available from **4:00 p.m.** on arrival day Must be vacated by **11:00 a.m.** on departure day

Chalet apartments

Available from **5:00 p.m.** on arrival day Must be vacated by **10:00 a.m.** on departure day

7. CANCELLATION OR MODIFICATION BY THE CLIENT

Certain promotional offers have special cancellation terms described in their specific conditions.

Only cancellations due to **force majeure** may result in refunds.

Clients are advised to purchase travel cancellation insurance.

All cancellations must be confirmed by **registered letter with acknowledgment of receipt**.

For hotel rooms

- Cancellation more than 30 days before arrival: no fees, full refund of deposit
- Cancellation less than 30 days before arrival: 100% of total stay charged
- No-show or shortened stay: full amount of confirmed stay is due

For chalet apartments

Same conditions as hotel rooms.

8. STAY IN AN ACCOMMODATION OF DOMAINE DU V

In accordance with French regulations, Clients may be required to complete a police form upon arrival. Proof of identity may be requested.

Small pets are accepted if kept on a leash or in a carrier in common areas. Clients are fully responsible for their animals. A fixed nightly fee per animal applies.

Clients must use their accommodation responsibly.

The Establishments may expel a Client without compensation in cases including:

- Behavior contrary to public order or good morals
- Damage, vandalism, or deterioration caused by the Client or persons under their responsibility

Clients must reimburse any damages.

Wi-Fi is available.

Clients must not use internet access for illegal purposes, including downloading copyrighted material.

9. LOSS OF KEYS

A fixed charge of **€20 per lost key or access card** will be billed.

10. SECURITY DEPOSIT

A **€1,000 security deposit** is required upon arrival.

It will be refunded at the end of the stay after deducting any costs for damages.

11. CLEANLINESS OF APARTMENTS

Upon departure, apartments must be left tidy and clean. Dishware and appliances must be washed.

If not, additional cleaning fees will apply.

A cleaning service is available on request. Rates are displayed at chalet reception.

Smoking is prohibited in apartments.

12. HOUSE RULES

House rules are available in the Establishments and must be respected.

Strictly prohibited:

- Bringing skis, ski boots, sleds, bicycles, or outdoor sports equipment into rooms, apartments, or balconies
- Hanging laundry over balcony railings

Each violation may incur a minimum charge of €150.

Forgotten personal items are the Client's responsibility.

Quiet hours on the Domaine du V are 7 a.m. to 11 p.m. daily.

13. RELOCATION

If the reserved accommodation is unavailable or in case of force majeure, the Company may relocate the Client to equivalent or superior accommodation at no additional cost. No further compensation will be due.

14. INTERRUPTION OF SERVICES

Interruptions of general building services (heating, elevator, Wi-Fi, TV, etc.) do not entitle Clients to compensation if not caused intentionally by the Company.

15. TOURISM AND TRAVEL MEDIATION

After contacting customer service and waiting 60 days without satisfactory response, the Client may refer the matter to the Travel and Tourism Mediator. Conditions are available at: www.mtv.travel

16. AFTER-SALES – CLAIMS

Clients have **48 hours after arrival** to report any issue regarding the description, quality, or cleanliness of their accommodation. After this deadline, no claim will be accepted.

Subsequent claims must be sent to the Quality Service by registered mail with acknowledgment of receipt **within 1 month after the end of the stay**.

Clients must include their reservation number, stay dates, and type of accommodation.

Forgotten personal items remain the Client's responsibility.

17. FORCE MAJEURE

Force majeure refers to any external, unforeseeable, and unavoidable event that prevents either party from fulfilling contractual obligations (e.g., strikes, riots, government restrictions, pandemics).

Force majeure suspends both parties' obligations. Each party bears the costs arising from such events.

Clients are responsible for any additional expenses caused by force majeure during their stay.

18. LIABILITY

The Company is not liable for theft, loss, or damage to Clients' belongings during their stay.

Clients are liable for any damage or vandalism caused by themselves or persons under their responsibility.

The Company may expel Clients without refund if such incidents occur.

The Company is only bound by a best-efforts obligation for online sales and cannot be held liable for issues related to internet use.

19. DATA PROTECTION

In accordance with Law 78-17 (Data Protection Act), Client data is processed electronically. Clients may access or correct their data by contacting the registered office.

Information is not shared with third parties.

Wi-Fi must not be used to reproduce, share, or publicly communicate copyrighted works without authorization.

The Company uses video surveillance in common areas.

20. APPLICABLE LAW

These GTC are governed by French law. Disputes fall under the exclusive jurisdiction of French courts. For the company LA GRANDTERRE January 16, 2023 Bruno Aveque, Manager