



General and Special Terms and Conditions

Preamble - Updated on 06/11/2024

These General Terms and Conditions are binding between VACANCEOLE VOYAGES – Eris Building, Alpespace Business Park, 54 Voie Albert Einstein, 73800 Porte-de-Savoie, France – and its partner (hereinafter referred to as the “Partner”) and the client partner’s client (hereinafter referred to as the “Client”). These terms shall take effect under applicable law and regulations, in particular the regulatory part of Book II of the Tourism Code, which sets the conditions under which travel and holiday businesses can operate. Travel licence no. IM073160002 - Financial guarantee - CIC LYONNAISE DE BANQUE - Professional civil liability insurance: GENERALI IARD (policy no. AP 694336) for €2,500,000.

Article 1 - Booking and entering into the agreement

1.1 - Booking process:

An agreement contract sent by Vacancéole Voyages within the time limit indicated in Article 1.2 is finalized when accepted by the client through payment. The agreement shall set out key details including the price, services purchased, holiday dates, number of persons travelling and total amount payable.

1.2 – Payment

Full payment will be required at the time the booking is made unless payment by deposit is offered by the partner. It is reminded that in case of non-payment in the contractual lead times, VACANCEOLE VOYAGES reserves the right to cancel the booking, applying the cancellation charges stipulated in the contract and not handing over the keys to customers.

1.3 - No-shows

Unless we hear from you by midnight on the day before you are due to travel, your accommodation will be treated as no longer available. Accommodation is available from 5p.m on the day of arrival and must be vacated by 10a.m on the final day of the stay. In the event of late arrival (after reception closes) or on the day reception closes, clients must notify the residence reception (by phone) to arrange the handover of keys to your accommodation (e.g. arrange check-in, issue of access codes). The residence's telephone number is indicated on the booking contract. When the client is not arriving during the reception opening hours and didn't contact the reception during the lead times notify below, neither VACANCEOLE VOYAGES nor the residence manager can be held responsible for the cost of any overnight hotel accommodation.

1.4 - Customer acceptance of terms and conditions

Partial of full payment of the stay by any purchaser constitutes acceptance of the General and Special Terms and Conditions, which the Customer shall be assumed to have read. Vacancéole Voyages undertakes to comply with the French Data Protection Act. Our files must be declared to the French Data Protection Authority (CNIL). All natural persons have a right of access and rectification of their recorded data. Persons whose data are processed have the right to object to cold calling by signing up to the Bloctel list at <http://www.bloctel.gouv.fr/>

Article 2 - Pricing

2.1 - Determination of rates

Prices displayed on www.vacanceole.com/espace-btob are based on the economic conditions as at 1 December 2015. Prices are subject to change in response to economic conditions and new regulatory provisions. In the event of an error in the price of a booking which is clearly underestimated in relation to its market value, VACANCEOLE VOYAGE shall be entitled to cancel the booking without penalty.

The cost of a holiday package or rental does not include the following:

- The cost of services chosen as supplements to the rental price, and available on the website.
- Tourist tax: this is a statutory charge that must be paid to the local authority through Vacancéole Voyages. The amount payable varies by the location and time of the holiday and must be paid on arrival.

Supplements will appear on the bill and must be paid along with the balance of the holiday. The Customer may avail of these additional services during his/her stay separately from his/her existing agreement; in such cases, the additional services will be charged at the end of the holiday. "Children's" rates, as defined on the website, are based on the child's age on the first day of the holiday. A form of identification may be required to confirm eligibility for these preferential rates. Themed and promotional holidays featured on the website form a whole package, to which additional services or price adjustments cannot be applied.

2.2 - Change of rates

Prices indicated are valid on the dates displayed on the website. Prices and rates have been set in consideration of current economic data and tax rates. In the event of a change to the rate of VAT, Vacancéole Voyages reserves the right to pass on the difference to the cost of the holiday. In such cases, the Customer may, without prejudice to compensation claims for any losses incurred, and after notification by Vacancéole Voyages by registered letter with acknowledgement of receipt, either:

- terminate the agreement and obtain a refund of all amounts paid, without penalty; or
- accept the change or the alternative holiday proposed by Vacancéole Voyages.

An addendum to the agreement stating the changes made, shall then be signed by the parties; any reduction in price shall be deducted from amounts that may be owed by the Customer and, if the payment already made by the Customer exceeds the price of the alternative offering, the overpayment will be refunded before departure.

The Customer must notify Vacancéole Voyages partner of his/her decision within seven days of receiving notice of a significant cost increase by registered letter with acknowledgement of receipt. In the absence of a response during this time, the amendment will be assumed to have been accepted. Also, in the event of an error in the price of a booking, which is clearly underestimated in relation to its market value, VACANCEOLE VOYAGE shall be entitled to cancel the booking without penalty. In application of article 1195 of the civil code, the amount of the lift pass may be subject to a price supplement if a price increase occurs between the date of reservation of the lift pass by the client and the date of purchase of the lift pass by Vacancéole Voyages. If the additional price is not accepted by the client, the sale of the package will be cancelled.

2.3 - Promotional discount rates:

Vacancéole Voyages reserves the right to launch promotions in accordance with applicable law and regulations. Promotional rates are only valid under the special terms and conditions applicable to such promotions and cannot be granted for any other purchases. Promotional offers cannot be applied retrospectively or after their expiry date.

Article 3 – Course of the stay

3.1 - Duration of holidays - arrivals/departures:

Stays at holiday residences:



Accommodation shall be available from 5:00pm on the day of arrival and must be vacated by 10:00am on the final day of your stay. In the event of late arrival (after reception closes) or on the day reception closes, you must notify the residence reception (by phone) to arrange the handover of keys to your accommodation (e.g. arrange check-in, issue of access codes). The residence's telephone number is given on the booking contract.

3.2 - Security deposit:

On the day of arrival, a security deposit ranging from €300 to €2,000 (depending on the destination) is required and will be refunded upon departure, after payment for optional services and deductions for any damages to the accommodation or rented equipment during the stay. The deposit will only be taken in the form of a bank imprint. The deposit may be requested from the client, who accepts it, in the form of a pre-authorization on their bank card. This pre-authorization does not equate to a debit but is a reserved amount for potential later payment authorized by the client's bank. In certain cases, and according to the conditions set by the client's bank, which remain beyond the control of VACANCÉOLE VOYAGES, the pre-authorization might appear as a pending debit on the client's bank account.

A check-out inspection is planned for the day of departure. Upon arrival, the client will be offered the opportunity to carry out their own inspection and will be asked to report any observed defects on the same day to the management or the reception officer. In the case of a night departure or early departure without a possible joint inspection, the deposit will be retained and returned later, subject to potential deductions for cleaning or repairs. Choosing such a departure without an inspection is considered an acceptance of VACANCÉOLE VOYAGES' decision

3.3 - Useful information

3.3.1 Services included in the holiday

a. WEEKLY OR NIGHTLY RENTAL Package

The provision of bed linen and towels is not included in the price of the RENTAL package. There is an option to rent these services via our call center, website, or directly from the residence. Cleaning of the accommodation is the responsibility of the guests. An end-of-stay cleaning service is available (excluding dishes and kitchen area) for an additional fee. It can be booked at the time of reservation or at the reception on site. If cleanliness is found lacking when the apartment is returned, VACANCÉOLE VOYAGES reserves the right to withhold fees. In case of damage or theft, VACANCÉOLE VOYAGES reserves the right to withhold fees. The RENTAL package includes access to all shared areas and any tourist activities offered within the residence.

b. WEEKLY OR NIGHTLY COMFORT Package

Bed linen and towels are included for stays sold under the COMFORT package. End-of-stay cleaning is included, except for the kitchen area and dishes, which remain the responsibility of the guest and must be returned clean. If cleanliness is found lacking when the apartment is returned, VACANCÉOLE VOYAGES reserves the right to withhold fees. In case of damage or theft, VACANCÉOLE VOYAGES reserves the right to withhold fees. The COMFORT package includes access to all shared areas and any tourist activities offered within the residence.

3.3.2 Outside visitors

All outside visitors must report to reception on arrival. A form of identification may be requested.

3.3.3 Sleeping capacity

The number of people present in the accommodation must not exceed the maximum sleeping capacity. Babies aged under two are exempt, as they are not counted as occupants. A baby's age is counted as the age on the first day of the holiday. A form of identification may be required to confirm that the occupancy rules are met.

3.3.4 Pets

The pet option allows the client to be accompanied by one pet per accommodation during their stay. Dogs of categories 1 and 2 are not allowed. Dogs must be kept on a leash, and their waste must be collected. The client is responsible for cleaning up any mess or repairing any damage caused by their pet. Pets are not allowed in elevators or common areas (such as pools, reception, breakfast rooms, wellness areas, gyms, etc.).

Article 4 - Amending/cancelling the holiday

4.1 - Conditions for amendment or cancellation of a holiday by the Customer

4.1.1 Amendment:

Any amendment to the original booking by a Customer in the following four areas: location, dates, accommodation type, shall equate to cancellation of the original booking and constitute a new booking.

In such cases, the conditions for cancelling the original booking shall apply as of right.

4.1.2 Cancellation:

If the client wishes to cancel his stay before the arrival date, shall inform the partner by a written. For any stay cancellation, the fees below shall be applied:

>> Between 30 and 21 days before the arrival date: 25% of the total amount will be retained.

>> Between 20 and 14 days before the arrival date: 50% of the total amount will be retained.

>> Between 13 and 8 days before the arrival date: 75% of the total amount will be retained.

>> Less than 8 days: 100% of the total amount will be retained.

All flight service costs shall be deducted. All holidays that are cut short and all unused services by a guest shall not be eligible for refund, regardless of the reason.

4.2 - Conditions for amendment or cancellation of a holiday by Vacancéole Voyages:

Vacancéole Voyages may be forced to amend or cancel a holiday due to a lack of bookings or events beyond its control.

Should Vacancéole Voyages cancel a holiday, the Customer shall be offered an alternative at the earliest opportunity by registered letter with acknowledgement of receipt.

The Customer will have seven days from the notification in which to indicate whether he/she accepts, or declines said offer. If there is no response within this time, the Customer will be assumed to have accepted the alternative offering. The price of the alternative offering will therefore be payable.

Should the Customer refuse the offer within the allotted time, Vacancéole Voyages will issue a refund for all amounts paid, without prejudice to compensation to which he/she may be entitled.

Nevertheless, Vacancéole Voyages may cancel the holiday without following the aforementioned procedure in the following three scenarios:

- if the minimum number of 10 guest bookings for themed holidays has not been met.

- if the minimum number of 20 guest bookings for the opening of a Vacancéole Voyages establishment has not been met.



Article 5 - Assignment

Customers may assign the agreement before a holiday commences. The Vacancéole Voyages partner must be notified to this effect by registered letter with acknowledgement of receipt no later than seven days before the holiday start date. Notifications must clearly state the following:

- the full name(s) and address of the assignees and guests on the holiday;
- that the assignees and guests have the same eligibility to take the holiday and provide proof to that effect.

Article 6 - Responsibility - Liability

6.1 - Liability of service providers

Additional services separate to the agreed package, as well as pre- and post-holiday transfers taken on the Customer's sole initiative, shall be the sole responsibility of the respective external service providers. We recommend that you take out civil liability insurance (personal injury or property damage) and resort theft cover. Your booking does not include personal insurance cover. We are insured to cover our liability under the regulatory part in Book II of the French Tourism Code that sets the conditions under which travel and holiday businesses can operate.

6.2 - Theft - damage:

Rentals at tourist residences are not covered by hoteliers' liability. Vacancéole Voyages therefore accepts no responsibility for loss, theft or damage to personal property inside or outside facilities (i.e. accommodation, communal areas, car parks, play areas). Guests are advised not to bring valuables or large sums of money.

6.3 - Events beyond the control of Vacancéole Voyages

Vacancéole Voyages shall not be held liable if it does not perform, or belatedly performs, any one of its obligations under the Terms and Conditions or under applicable laws, rules and regulations, due to events beyond our reasonable control ("Instance(s) of Force Majeure"). An Instance of Force Majeure is any action, occurrence, non-occurrence, omission or accident beyond our reasonable control, including, but not limited to:

- Strikes or similar industrial action;
- Civil unrest, disturbances, invasion, terrorist attacks or the threat thereof, war (declared or otherwise) or imminent or anticipated war;
- Fires, explosions, storms, flooding, earthquakes, landslides, epidemics or other natural disasters;
- Stoppages to rail, sea, air, road or other forms of public or private transport;
- Inaccessibility of public or private telecommunications networks;
- Laws, decrees, legislation, regulations or restrictions imposed by government.

Vacancéole Voyages' obligations under the Terms and Conditions and under applicable law, rules and regulations shall be deemed suspended for the period over which the Instance of Force Majeure persists. Vacancéole Voyages shall have an extension to the time limit for performance of its obligations during any such period.

6.4 – Actions of guests:

The client agrees to comply with the VACANCEOLE internal regulations as well as the rules of the property's co-ownership. Internal regulations are posted in each accommodation and/or at the reception of the establishment; we kindly ask you to read and adhere to them. In accordance with local regulations, specific and additional measures related to safety, hygiene, and the environment may be communicated to you by our staff during your stay. We invite you to take certain precautions to avoid any potential inconvenience. In case of non-compliance, VACANCEOLE VOYAGES reserves the right to terminate the contract and immediately expel the client, with the balance remaining due.

Under no circumstances, including but not limited to, shall VACANCEOLE VOYAGES be liable for direct, indirect, incidental, or consequential damages resulting from non-compliance with the internal regulations or its own negligence. VACANCEOLE VOYAGES is not responsible for indirect losses or damages arising from a related effect of the main loss or damage, including, but not limited to, any loss of income, opportunity, revenue, profit, health, or business.

Article 7 - After-sales

7.1 - Complaints

The claim must be reported beforehand in-person and in writing to the Vacancéole Voyages site manager. All complaints relating to a holiday or stay must be submitted by registered letter with acknowledgement of receipt to the partner Quality and Standards Department who will forward them to VACANCEOLE VOYAGES. To be considered, the claim must reach Vacancéole Voyages partner within 30 days of the end of your holiday.

In the absence of a satisfactory response, or where you do not receive a response within 60 days, you may refer the matter to the Tourism and Travel mediator, whose contact details and referral procedure are available on its website, www.mtv.travel.

7.2 – Applicable law - Disputes

These Terms and Conditions have been drafted in French and English.

Should one or more provisions be deemed invalid, illegal or unenforceable in any way by a relevant authority, they shall be considered separate from the remaining clauses, which shall retain their full legal effect.

In the event of a dispute of any nature relating to the interpretation, performance or termination of the agreement and, more generally, in relation to the existing relationships between the parties, they may attempt to resolve their dispute amicably.

If no amicable settlement can be reached, the dispute shall then be referred to the court with jurisdiction over the location of Vacancéole Voyages head office.

Article 8 - Online bookings

8.1 - Right of withdrawal

Customers who have paid for an online booking by credit or debit card may not exercise the right of withdrawal once they enter into a remote sales contract. Under Article L.221-28 of the French Consumer Code, the right of withdrawal does not apply to the purchase of accommodation, transport, food and drink or leisure activities.

8.2 - Promotions

Promotions shall take effect on their date of validity on our website. Promotions may not be used retrospectively and are no longer valid after the offer expires.

8.3 - PMR accommodation

The partner may select PMR-designated accommodation when making a booking. The PMR symbol refers to the French abbreviation for



"persons with reduced mobility". It identifies accommodation at residences that is suitable for persons with reduced mobility. For bookings of non-PMR accommodation, we reserve the right to allocate equivalent PMR accommodation.

Article 9 – Protecting your personal data – General Data Protection Regulation (GDPR)

9.1- Information about your rights

Information about how Vacanceole Voyages processes your personal data is available online at www.vacanceole.com on the "Privacy Policy" page. You may also request information about how your data are processed by contacting our Data Protection Officer at the following email address: dpo@vacanceole.com

9.2 - Knowing and exercising your rights

To learn more about your rights under the General Data Protection Regulation (GDPR), persons concerned by personal data processing carried out by Vacanceole Voyages, should visit www.vacanceole.com on the "Privacy Policy" page.

Article 10 – Validity of the General Terms and Conditions of Sale

Booking one of our stays through any channel (Call center, online booking, booking at the reception of our establishments, etc.) implies acceptance of our general terms and conditions of sale. These current terms apply as of the date of the booking contract and replace previous versions. To know the conditions applicable at the date of your reservation (including booking, payment, modification, and cancellation terms), please refer to the conditions online at vacanceole.com. We provide a general description and photographs of accommodations as an indication. Given the diversity of the VACANCEOLE VOYAGES range, there may be some differences in the layout and decoration of certain accommodations. On our website, we present a general description of our accommodations, sample layouts, photographs, and virtual tours as an indication. For more details, please do not hesitate to contact us. All information regarding sports and leisure activities at the resorts and their surroundings is provided by the tourist offices and shared as an indication. We cannot be held responsible if any of these activities are no longer available during your stay. For further information on the life of these resorts, please contact their respective offices directly.

Article 11 - General provisions

Failure to enforce any of these Terms and Conditions shall not be understood as an additional or permanent waiver of that or any other provision, and the fact that Vacanceole Voyages does not exercise any right or clause under these Terms and Conditions shall not constitute a waiver of said right or clause. Unless stated otherwise, these Terms and Conditions shall constitute the entirety of the agreement between Vacanceole Voyages and you in respect of your use of the Website and Products, and annuls and supersedes all prior or existing communications or offers (written, verbal or electronic) between Vacanceole Voyages and you in respect of matters addressed herein.

Should any one of these Terms and Conditions be ruled invalid, void or unenforceable for any reason, the condition shall be considered divisible and shall not affect the validity and binding character of the other terms and conditions.

You may not transfer or assign these Terms and Conditions or any rights and/or licences granted hereunder, but Vacanceole Voyages may transfer or assign them without restriction, provided that the transfer or assignment of rights and obligations concerning you under these Terms and Conditions remain unchanged.