

## TERMS AND CONDITIONS OF SALE - WINTER HOTELS

### I. Booking registration and confirmation

All registrations must be accompanied by a deposit equivalent to 30 % of the price of the holiday (except non-exchangeable, non-refundable and non-alterable in nature offers). Once the deposit has been paid, the booking becomes firm and final and you are considered to have accepted these terms and conditions of sale.

### II. Payment of the balance

The balance of the price of the holiday must be paid at the hotel at the end of your holiday (except non-exchangeable, non-refundable and non-alterable in nature offers). If no deposit has been paid, the hotel will request a security deposit on the day of your arrival or a credit card authorisation, in order to guarantee payment of any hotel services provided during your stay.

### III. Modifications and cancellations

If you wish to cancel your holiday, you should inform us immediately by email: [contact@village-montana.com](mailto:contact@village-montana.com). Cancellation periods are calculated from the date your notification is received in our offices (except non-exchangeable, non-refundable and non-alterable in nature offers).

- If you cancel up to 15 days from your arrival date: the deposit will be refunded
- 14 days or less from your arrival date: the deposit will not be refunded

**If you have to delay and you are unable to take up a booking as scheduled or have to shorten your holiday, we will not be bound in any circumstances to reimburse for any unoccupied overnight stays.**

Clients are reminded, as stipulated by the French Consumer Code article L. 121-21-8 12° that the right of retraction mentioned in article L. 121-21 does not apply.

The terms and conditions of sale of the applicable holiday price stipulate the modification and cancellation procedures possible.

### Information COVID-19

A refund or a credit note on the whole amount paid for your booking will be proposed in the following cases (subject to verification and proof):

- closure of the ski resort and/or ski lifts or Village Montana
- closure of the French borders or those of your country of departure
- quarantine or confinement of your area and/or country
- health care or medical workers, subject to requisition

These conditions apply to any cancellation of your stay for the causes described above and occurring until the day before your arrival at our establishments.

If one of these conditions happens during your stay, the non-consumed nights will be reimbursed.

### IV. Payment of the balance

The balance of the price of the holiday must be paid at the hotel at the end of your holiday. If no deposit has been paid, the hotel will request a security deposit on the day of your arrival or a credit card authorisation, in order to guarantee payment of any hotel services provided during your stay.

### V. Cancellation Insurance

We offer an optional cancellation insurance.

To benefit from the insurance, it must be taken out when you make your reservation and be paid for together with the deposit. It takes effect from the moment payment for the premium is received and is non-refundable.

### VI. Non-exchangeable, non-refundable and non-alterable in nature offers

Some of our holiday offers are marked "Non-exchangeable, non-refundable". For these offers, the following conditions replace the conditions for cancellation and modification detailed in **article III – Modifications and cancellations**.

Given the preferential rates on offer from VILLAGE MONTANA, acceptance of booked offers is non-exchangeable, non-refundable and cannot be altered in any way. No requests for alterations and/or cancellations can be taken into consideration. Irrespective of the date

on which a booking is cancelled, we withhold a penalty payment equal to 100% of the total cost of the accommodation. Failure to take up any booked or invoiced Related Services will not give rise to any refund.

These offers are not eligible for cancellation insurance.

No-show at holiday venue: If you do not turn up at your holiday venue, we withhold a penalty payment equal to 100% of the total cost of the accommodation.

**Payment term:** the full amount of the stay has to be paid at the time of booking.

### VII. Further Information

General description and photos of our apartments which are presented in our marketing documents (brochures, website) are solely for information purposes. Any request for a particular aspect, a specific situation, or a style of apartment, is considered as a preference and does not constitute a guarantee on our part to the supply of an identical product.

All information concerning the ski resorts are supplied by the relevant Tourist Offices. The VILLAGE MONTANA cannot be held liable for inaccuracies in its content.

**The Taxe de Sejour (a local tourism tax) is not included in our rate. Amounts vary according to location and hotel category, and the charge is payable directly in the hotel.**

### VIII. Reception and handover of the keys

The hotel reception is open 24 hours a day.

Rooms and suites are available on your arrival day from 4pm and must be liberated before 11am on the day of departure. **In case of a late departure, after 11 am, a supplementary fee of €150 will be charged to the client.**

### IX. During your stay

Any anti-social behaviour we consider to be a threat to public order, may lead to the client being asked to leave the hotel. In this case there will be no compensation or refund for any payments already received.

In the case where no payment has yet been received, the client must pay for any outstanding nights and services before leaving the establishment.

### X. Internal Rules and Regulations

The VILLAGE MONTANA cannot be held responsible for any personal objects left behind when leaving the room/ suite.

It is absolutely forbidden to take skis, ski boots, sledges and any other such equipment into the apartments or onto balconies of a room/ suite.

By reservation and prior agreement, pets are allowed in the hotel with a supplementary payment of €25 per day. Clients remain responsible for their animal and for any damage or nuisance they may cause.

In the interest of all our clients as well as for hygiene reasons, pets are not admitted in the restaurants and bars, nor in the Spa « Les Bains du Montana ».

#### **XI. « Force majeure » and change of accommodation**

In the event of exceptional circumstances, or in the case of a « force majeure », where it is impossible to make available the original room/suite reserved by the client, the VILLAGE MONTANA reserves the right to change the accommodation to an accommodation with a similar or higher classification and similar services, subject to the prior agreement of the client.

The VILLAGE MONTANA cannot be responsible for matters outside our direct control that may perturb your holiday, for example lack of snow, suspended business activities, power cuts, interruption of water provision, noisy environment, natural catastrophes, closure of roads... The client will not be entitled to any compensation from the VILLAGE MONTANA.

#### **XII. Security**

**Clients must make sure they close the doors and windows of their rooms/suites when they go out and make use of the safe for all valuables left there.**

Furthermore, clients should not leave anything on the balconies of their rooms/suites or in the communal areas of the hotels (reception, corridors, garages). Ski lockers must also be kept locked.

The VILLAGE MONTANA will not be held in any way liable should you fail to follow these instructions.

#### **XIII. Data protection and privacy**

We process your personal information for the use of marketing purposes, with regards to the VILLAGE MONTANA, its affiliates, its partners and service suppliers. If you do not agree to such use, you have the right to decline, without charge, so your information is not used for these direct marketing purposes. The client also has a right, if legitimate reasons exist, to object, to query, access and rectify the data concerning him/her by writing to: [contact@village-montana.com](mailto:contact@village-montana.com).

The VILLAGE MONTANA likes to send information via email to their clients, including its newsletters, special offers and a satisfaction questionnaire once the holiday is over. Clients are able to unsubscribe via a link on the bottom of each email.

#### **XIV. Disputes and Litigation**

By express agreement, any litigation relative to the execution and application of the present terms and conditions of sale will fall under the exclusive jurisdiction of the courts located in Albertville (Savoie) and will be governed by French law.