



LA ROSIÈRE RÉSERVATION: GENERAL TERMS AND CONDITIONS OF SALE

Our general terms and conditions of sale are governed by Articles L.211-1 et seq. and R.211-1 et seq. of the Tourism Code regulating the conditions for carrying out activities relating to the organisation and sale of holidays or leisure breaks and Act No. 70-9 dated 2 January 1970 and Decree No. 72-678 dated 20 July 1972. These articles are applicable or otherwise to the Contract in the conditions laid down in the regulations.

The Customer is advised that the rights and obligations of the Customer and LA ROSIÈRE RÉSERVATION differ according to whether the contract entered into is, under Article L.211-2 of the Tourism Code, a tourist package, a related travel service or is neither a package nor a related travel service.

I. PRÉAMBULE

L'OFFICE DE TOURISME DE LA ROSIÈRE, a public and industrial commercial undertaking, manages a booking office hereinafter referred to as "LA ROSIÈRE RÉSERVATION".

Name: OFFICE DE TOURISME DE LA ROSIÈRE

Form of enterprise: public and industrial commercial undertaking

Head office address: RÉSIDENCE LA LOUIE BLANCHE LA ROSIÈRE, 73700 MONTVALEZAN

Commercial and Business Register number: 792 553 430 R.C.S. CHAMBÉRY

SIRET code: 792 553 430,00010

VAT identification number: FR 85792553430

Tel: +33 (0) 479 06 83 92 – Fax: +33 (0) 479 06 80 13

Email: reservation@larosiere.net

Registered in the registry of travel agents and other operators selling holidays and leisure breaks with Atout France under number IM073150002, registered by the Registration Committee of the EIG Atout France, whose head office is situated at 79-81, rue de Clichy, 75009 Paris, having as a guarantor within the regulatory regime applying to travel agents: the Association Professionnelle de Solidarité du Tourisme (APST), a registered association governed by the Act dated 1 July 1901, whose head office is situated at sis 15 avenue Carnot, 75017 Paris Cedex, France, SIREN code: 784 718 983 - info@apst.travel – Tel: +33 (0) 144 09 25 35 – Fax: +33 (0) 144 09 88 00 – Geographical scope: France; having as its underwriter within the regulatory regime applying to travel agents: GENERALI IARD - 2 RUE PILLET-WILL, 75009 PARIS CEDEX, France, compulsory insurance for the purpose of covering the financial consequences of professional civil liability in the conditions laid down by the Tourism Code, policy number AM701547.

LA ROSIÈRE RÉSERVATION acts in its own name with regard to all of its services, whether on its own account or on behalf of other service providers.

The Contract entered into with the Customer states whether LA ROSIÈRE RÉSERVATION is acting on its own account or on behalf of another service provider.

The Customer is the person buying the service.

II. SCOPE OF APPLICATION

These general terms and conditions of sale apply to all the leisure breaks marketed by LA ROSIÈRE RÉSERVATION, *with the exception of accommodation rentals without services offered by the following real estate agencies: AGENCE ADELIE IMMOBILIER, AGENCE LA ROSIÈRE IMMOBILIER. With regard to these accommodation rentals without services, the terms and conditions of these real estate agencies shall apply.*

These general terms and conditions of sale do not apply to travel services and tourist packages sold as part of a general agreement entered into in relation to business travel.

These general terms and conditions of sale do not apply in relation to the booking of accommodation in a hotel not forming part of a tourist package. In such a case, the general terms and conditions of sale of the hotel shall apply.

These general terms and conditions of sale do not apply in relation to the booking of the **Aventure Dolce Vita leisure break**, to which special conditions apply. These may be consulted in Chapter VI, Paragraph 1 of this document.

III. THE CUSTOMER'S PLEDGE TO COMPLY WITH THE GENERAL TERMS AND CONDITIONS OF SALE

The services are the subject of a detailed quote, submitted to the Customer and establishing the specific terms of the Contract.

These general terms and conditions of sale are an integral part of the Contract. They must be accepted by the Customer prior to the conclusion of the Contract and shall take precedence over all other conditions.

Acceptance of these terms and conditions takes the form of a box to be ticked in the Contract, following signature of the Contract by the Customer.

IV. DEFINITIONS

"Travel service": (Article L.211-2 of the Tourism Code)

The following constitutes a travel service:

1. The transporting of passengers;
2. Accommodation that is not an integral part of the transporting of passengers and which is not residential in nature;



3. The rental of passenger cars, other Class M vehicles within the meaning of Article R. 311-1 of the French Highway Code and having a maximum design speed in excess of 25 km/h or motorcycles within the meaning of Article R. 311-1 of the French Highway Code that require a Class A driving licence in accordance with the provisions of Article R. 221-4 of the same code;
4. Any other tourist service that is not an integral part of a travel service in the sense of points 1, 2 or 3.

“Tourist package”: (Article L.211-2 of the Tourism Code)

The combination of at least two different types of travel service for the same holiday or leisure break, exceeding 24 hours or including an overnight stay, constitutes a tourist package if:

1. These services are combined by a single trader, including the traveller’s request or in accordance with their choice, prior to a single Contract including all these services being concluded;
2. Regardless of the possible conclusion of separate contracts with individual travel service providers, these services are either:
 - a) bought at a single point of sale and chosen before the traveller agrees to pay;
 - b) offered, sold or invoiced at an all-inclusive price or a total price;
 - c) announced or sold as a “package” or under a similar name;
 - d) combined following the conclusion of a contract by virtue of which a trader authorises the traveller to choose from a selection of different types of travel services;

e) or bought from different traders using related online booking procedures, when the name of the traveller, the payment methods and the email address are passed on by the trader with whom the first contract is concluded to one or more traders and when a contract with this or these traders is concluded no later than 24 hours after the confirmation of the booking from the first travel service.

The combinations of travel services in which one of the types of travel service mentioned in points 1, 2 or 3 of the “Travel service” definition is combined with one or more of the tourist services mentioned in Point 4 of the “Travel service” definition do not amount to a package if these latter services:

1. Do not represent a significant part of the value of the combination (in other words if the value of the travel service represents less than 25 per cent of the total amount of the combination), are not announced as being an essential feature of the combination, or do not amount to, in one way or another, such a feature, or
2. Have been selected or bought only after the performance of a travel service mentioned in points 1, 2 or 3 of the “Travel service” definition has commenced.

“Related travel service”: (Article L.211-2 of the Tourism Code)

The combination at least two different types of travel service purchased for the same holiday or leisure break, covering at least 24 hours or including an overnight stay, not constituting a package and leading to the conclusion of separate contracts with individual travel services providers, constitutes a related travel service if a trader provides:

1. In the event of a single visit to their point of sale or a single contact with them, the separate choice and separate payment of each travel service by the travellers, or
2. In a targeted manner, the purchase of at least one additional travel service from another trader when the contract with this other trader is concluded no later than 24 hours after the confirmation of the booking from the first travel service.

When only one of the types of travel service mentioned in points 1, 2 or 3 of the “Travel service” definition and one or more of the tourist services mentioned in Point 4 of the “Travel service” definition is purchased, it does not constitute a related travel service if these latter services do not amount to a significant part of the combined value of services (in other words if the value of the travel service represents less than 25 per cent of the total amount of the combination) and are not announced as being an essential feature of the holiday or leisure break or do not amount to, in one way or another, such a feature.

V. BOOKING

1) Price scale

The prices of the various services quoted, booked or bought by the Customers of LA ROSIÈRE RÉSERVATION are detailed in the quote, the option contract and the booking contract.

2) Quote

The price and availability presented in the quote are not binding and are given for indicative purposes prior to the conclusion of the Contract.

3) Option

When the Customer selects an option, LA ROSIÈRE RÉSERVATION forwards them an **option contract** that details the various services booked, the price of the leisure break and the option deadline, which comes eight days after the date the option was selected.

The Customer must check that the description of the services booked corresponds to their order and confirm their booking before the option deadline:

- By returning to LA ROSIÈRE RÉSERVATION a signed copy of the Contract by mail or email (if returning by email, the original must be sent by post).
- By paying a deposit of 25 per cent of the total amount of the leisure break (payment methods are detailed on the Contract and on our website).

Should the deposit not be paid by these deadlines, the option or the reservation will be automatically cancelled (on the part of the Customer).

In the event that the booking is made **less than a month** before the date on which the leisure break starts, the Customer must pay the price of the leisure break in full. Payment methods are detailed in the Contract.

In the event of a last-minute booking being made (**less than seven days before the date of your leisure break**) only payment by credit/debit card will be accepted.



4) Booking

Receipt of the Contract signed by the Customer and their deposit will result in their registration being completed and the creation of a **booking contract**, which states, in particular, the balance due for the leisure break booked.

The customer **must pay the balance no later than one month before the date of the start of the leisure break**, without delay and without any reminders from LA ROSIÈRE RÉSERVATION. Payment methods are detailed in the Contract.

5) Lack of right of withdrawal

The Customer does not have the right to withdraw, in accordance with the provisions of Articles L.221-2 and L.221-28 of the Consumer Code.

6) Vouchers

Following payment of the balance, LA ROSIÈRE RÉSERVATION shall send the Customer vouchers for the services booked. The Customer must print these vouchers and give them to each service provider in order to make use of the services purchased.

Failure to present a voucher to a service provider may result in the Customer being denied access to activities or use of services.

LA ROSIÈRE RÉSERVATION shall not be held responsible for any additional charges resulting from the failure to present a voucher.

7) Arrival and rental inspection checklist (check-in and check-out)

Unless otherwise agreed, rental check-ins and check-outs take place within a time slot set out in the Contract.

A rental inspection checklist and inventory are drawn up when the Customer checks in and checks out and are signed by the Customer and the host or their representative. These documents are the sole reference in the event of a disputes regarding inventories and cleanliness.

The Customer must inform LA ROSIÈRE RÉSERVATION, as soon as possible and no later than 72 hours after their arrival, and in light of the specific circumstances, of any problem or breach they may encounter.

8) Tourist tax

This must be paid by the Customer on paying their rental balance. They will be notified of the amount once the booking is made.

9) Security deposit

Each service provider has their own security deposit, the amount being stated in writing when the booking is made.

For accommodation rentals, the Customer will be asked to pay the service provider's own security deposit when the keys are handed over (amount stated in the Contract).

Should they fail to do so, the service provider may choose not to make the accommodation available to the Customer.

The security deposit will be returned to the Customer by the host in accordance with the terms set out by the host and stated in the booking contract.

10) Payment of charges/services not included in the price

Charges and services not included in the booking price are stated in the booking contract and are to be paid directly to the host or the service provider in question.

11) Insurance-cancellation

We strongly advise you to take out the "rental-cancellation" insurance we offer you as an option when requesting your booking. This insurance, which is taken out with AREAS DOMMAGE policy number D 775 670 466, sets out to cover, aside from rental risks (property damage and civil liability), the following:

1. Cancellation
2. The interruption of the leisure break or delayed arrival.

See the paragraph "Rental-Cancellation insurance".

12) Rental risks and civil liability while on holiday

If the Customer does not wish to take out "rental-cancellation" insurance, they remain under the obligation to take out insurance against rental risks, theft, fire, water damage. Should they fail to take out insurance, the Customer is deemed to have assumed personal responsibility and will respond to all actions brought against them.

13) Risk Prevention Plan (RPP) – Overview of natural and technological risks

Given that the commune of Montvalezan is covered by a plan for the prevention of natural risks, the property where you will be staying may be prone to a natural risk. In accordance with the terms of Articles L.125-5 and R 125-3 to 27 of the Environmental Code, you may consult the data sheet at the [Savoie state services website](#).

14) Transfer of the Contract in the event of a package being concluded

The Customer may, by any means enabling acknowledgement of receipt addressed to LA ROSIÈRE TOURISME, no later than seven (7) days before the start of the leisure break, transfer the Contract to anyone satisfying all the conditions applicable to this Contract.

The transferor of the Contract and the transferee are jointly responsible for the payment of the balance and the charges, fees or other possible additional costs resulting from this transfer.

The "insurance-cancellation" option that the transferor may have taken out cannot be refunded or transferred.

The person replacing the initial customer becomes the Customer and is required to comply with these general terms and conditions of sale and the specific conditions of the Contract transferred to them.



15) Transfer of the Contract in the absence of a package being concluded

The Customer may, by any means enabling acknowledgement of receipt addressed to LA ROSIÈRE TOURISME, no later than seven (7) days before the start of the leisure break, transfer the Contract to anyone satisfying all the conditions applicable to this Contract.

The transferor of the Contract and the transferee are jointly responsible for the payment of the balance and the charges, fees or other possible additional costs resulting from this transfer.

In the case of a related travel service, only the accommodation-related Contract entered into with LA ROSIÈRE RÉSERVATION may be transferred. The possibility of transferring or otherwise the other contract(s) forming part of the related travel service depends on the rules applying to this/these contract(s). The Customer must approach the service provider(s) in question, and LA ROSIÈRE RÉSERVATION cannot be held in any way liable in the event of the service provider(s) in question refusing to transfer the Contract.

The "insurance-cancellation" option that the transferor may have taken out cannot be refunded or transferred.

The person replacing the initial customer becomes the Customer and is required to comply with these general terms and conditions of sale and the specific conditions of the Contract transferred to them.

VI. SPECIFIC TERMS AND CONDITIONS OF SALE AND ONLINE SALE

1) "Aventure Dolce Vita" leisure break

Given its specific characteristics, this leisure break cannot be booked online. It must be booked by telephone or email with La Rosière Tourisme's booking service. These general terms and conditions of sale apply to this leisure break subject to the following specific conditions:

. Conditions for participation:

Offer open to people **aged 14** and over (under-14s are not allowed to use the thermal baths)

Participation in this "package-trip" requires a **good level of skiing** in order to ski between La Rosière and La Thuile. The schedule provided for illustrative purposes for proficient skiers must be complied with. We refuse to accept any responsibility in the event that the Customer fails to observe the times given in the road book provided to them and if this has an impact on the use of all the services included in their leisure break.

. Baggage transfer is not provided.

The Customer must keep the personal effects they need for the break in **their rucksack**: swimsuit, toilet bag, shoes and casual clothing for the evening.

. Booking terms and conditions:

As this leisure break is linked to availability at Hotel Le Miramonti for one night only, it can only be booked by reservations agents at La Rosière's booking office, no sooner than 10 days before a weekday leisure break and five days before a weekend leisure break (Friday, Saturday).

Once availability has been confirmed, the booking office will send you an option to be returned signed, accompanied with the regulations. Upon receipt, the booking office will forward you the vouchers and the road book you need for your leisure break.

. Confirmation and cancellation policy:

This leisure break is dependent upon the France-Italy link being open for the two consecutive days. The Customer must accept, therefore, that given that weather conditions may result in the partial or complete closure of the Espace San Bernardo French-Italian ski area, the organiser reserves the right to cancel the booking if these risks are known sufficiently in advance.

After meeting with the pistes service, the booking office will **confirm or cancel the leisure break with the Customer by 18.00 the day before.**

- **In the event of cancellation on the part of the organiser:** the Customer will receive a full refund for all monies paid to the booking office.

Where necessary, if the closure of the France/Italy ski link takes place when the Customer is already in Italy, the piste services of La Thuile and La Rosière will alone decide whether to organise the Customer's return on skis or not, a decision taken in accordance with safety conditions. Customers remaining in Italy will be responsible for paying for any additional costs they may incur.

- **In the event of cancellation on the part of the customer:** the booking office must be notified in writing of the complete cancellation of a confirmed file, with the date of receipt determining the cancellation date. Should the Customer cancel the leisure break, the monies paid will be refunded under the following terms and conditions:

• The Customer has not taken out "rental-cancellation" insurance or the policy is not applicable

Number of days between the notice of cancellation being received and the start date of the leisure break	Proportion of the total leisure break price not refunded
More than three days	Amount corresponding to administrative fees
Less than three days	Amount corresponding to half board at the Hotel Le Miramonti and administrative fees

• The Customer has taken out "rental-cancellation" insurance and the policy applies (See the paragraph "Rental-cancellation insurance").

2) Terms and conditions specific to online sales

These general terms and conditions of sale apply in their near entirety to online sales. There are some specific aspects of online sales that should be pointed out, however:

- **QUOTE:** quotes cannot be generated with online sales. The goods and services on sale can be consulted and selected without a shopping basket being created as a result. The items selected can be printed off or sent by email to the address provided by the Customer.

- **SHOPPING BASKET:** when the Customer creates a shopping basket, confirmation of their purchase results in them being given two choices with regard to the payment method selected when they click on the option of their choice:



- Payment by cheque or holiday vouchers: the shopping basket becomes an option file with eight days given as the payment deadline. The Customer receives an option mail by email. The cheque or holiday vouchers must be received by La Rosière Réservation within this time period or the option will be cancelled.
 - Payment of the deposit by debit/credit card: in this case the shopping basket becomes a booking file. The Customer automatically receives a booking email and a payment receipt issued by Paybox 3D Secure.
- **ACCEPTANCE OF GENERAL TERMS AND CONDITIONS OF SALE:** in the case of both an option and a booking, a message will be sent to the Customer asking them to read and accept the general terms and conditions of sale by ticking a box. This stage precedes the continuation of their purchase.
 - **ACCOMMODATION USING THE RESERVIT GATEWAY:** no quotes or options are possible here. Only payment by debit/credit card is taken into account, with the shopping basket directly becoming the booking. The accommodation in question is Résidence le Miravidi, Chalet Grivola, and Chalet hôtel l'Accroche-Cœur.

VII. TOURISM SERVICES THAT MAY BE INCLUDED

The additional tourist activities and services the Customer signs up for are detailed in the specific terms and conditions.

The decision as to whether certain sporting activities take place lies with the service provider, depending on weather conditions and safety issues. The Contract states that some activities require that a certificate of medical fitness be produced and submitted to the service provider prior to the start of the activity. Failure to present such a certificate may result in the service provider denying access to the activity, in which case the cancellation will be attributed to the Customer and LA ROSIÈRE RÉSERVATION shall not be held liable.

VIII. RENTAL-CANCELLATION INSURANCE (IF THE CUSTOMER HAS SIGNED UP FOR THE OPTION)

Informative note on the cover summarised in Contract No. D 775 670 466, signed with AREAS DOMMAGE and addressed at booking customers who have signed up for the insurance cancellation option.

(Non-contractual informative note: the "rental-cancellation" insurance contract is available for information purposes at LA ROSIÈRE RÉSERVATION)

Insurer:

AREAS DOMMAGES - Mutual insurance company, registered in the Paris Trade and Companies Register under number D 775 670 466, whose head office is located at 47/49 rue de Miromesnil 75008 PARIS

Broker: SAM Loisirs:

SERVICES ASSURANCE MONETIQUE – SAM; Insurance brokerage, a simplified joint-stock company with a share capital of €100,000; head office: 105 rue Jules GUESDE, CS 60 165, 92 532 Levallois Perret Cedex; Nanterre Trade and Companies Register: 523 543 445 NAF 66 22 Z; SIREN code: 523 543 445; ORIAS (Organisation for the Registration of Insurance Brokers) no.: 10 058 127 – www.orias.fr. Supervisory authority: Prudential Supervision and Resolution Authority (ACPR): www.acpr.banque-france.fr au 61 rue de Taitbout – 75009 PARIS.

Rental-cancellation insurance contract signed by LA ROSIÈRE RÉSERVATION

La Rosière - 73700 La Rosière Montvalezan

Telephone: +33 (0) 479 06 80 51; Fax: +33 (0) 479 06 83 20

Provides cover for the following risks: rental risks insurance, cancellation cover, cover in the event of interruption of the leisure break or delayed arrival.

Definition:

The insured is the party booking the leisure break (in other words the Customer), their spouse or common-law partner, their direct ascendants or descendants, sons-in-law, daughters-in-law, brothers, sisters or designated persons.

1) Tourist package – Related travel service – Service(s) not included in the package and related travel service

The insurance applies, subject to the conditions and exceptions, to any service booked by the Customer from LA ROSIÈRE RÉSERVATION, and covered by these general terms and conditions of sale, regardless of whether the service is included or otherwise in a package or related travel service. One or more services not included in the package or related travel service are covered as soon as they are covered by these general terms and conditions of sale.

2) Communication of the Contract

The customer will find in the appendix to these General Terms and Conditions of Sale, a summary of the main guarantees and exclusions of this insurance.

Given that the insurer assumes responsibilities only with regard to the full text of the rental-cancellation insurance contract signed by LA ROSIÈRE RÉSERVATION, this Contract is available for consultation from LA ROSIÈRE RÉSERVATION, who shall make it available for reference or shall forward it to the Customer by any written means, upon request.

This entire document is also available on our website <https://booking.larosiere.net/cancellation-insurance.html>

IX. MODIFICATION OR CANCELLATION OF A PACKAGE

1) Modification on the part of the Customer

LA ROSIÈRE RÉSERVATION – Office de Tourisme – 73700 LA ROSIÈRE MONTVALEZAN – FRANCE

☎ : 0033 (0)4.79.06.83.92 – Fax : 0033 (0)4.79.06.80.13 – E-mail reservation@larosiere.net - reservation.larosiere.net

Lat.45.62729 – Long. 6.849464

EPIC Office de Tourisme de La Rosière – SIRET 792 553 430 000 10 – APE 7990Z

Organisme local de tourisme immatriculé IM073150002



LA ROSIÈRE RÉSERVATION reserves the right to regard any request for modification as a cancellation, except in the case that LA ROSIÈRE RÉSERVATION fulfils the request for modification.

Requests for the modification of confirmed files (files are regarded as confirmed on receipt of the deposit or the total amount due for the leisure break, if appropriate) must be made in writing. Only modifications made in writing on the Contract by LA ROSIÈRE RÉSERVATION, which shall then return the Contract to the Customer either by post or email, shall be deemed acceptable.

Any corrections made directly by the Customer to a LA ROSIÈRE RÉSERVATION document shall not be taken into account. Requests for modifications and any modifications in themselves shall not under any circumstances lead to the payment of the balance being suspended.

Any change in the date of the leisure break or the accommodation requested by the Customer represents a cancellation of their initial order (with the requisite charges being applied) and the registering of the new order, subject to LA ROSIÈRE RÉSERVATION being able to fulfil this new order. By way of exception, a change in the date of the leisure break or the accommodation requested by the Customer shall be regarded as a modification if LA ROSIÈRE RÉSERVATION can fulfil this order without charges or detriment to them, the host or a service provider.

The interruption of a leisure break or delayed arrival only results in a refund if the Customer has taken out “rental-cancellation” insurance and if the policy applies.

2) Cancellation on the part of the Customer

The Customer may rescind the Contract at any time before the start of the leisure break, by making payment of the aforementioned settlement costs, which vary according to date the Contract is rescinded, prior to the start of the leisure break.

LA ROSIÈRE RÉSERVATION must be notified in writing of the complete cancellation of a confirmed file, with the date the notification is received determining the date of cancellation. Files are regarded as confirmed upon receipt of the deposit or the full amount for the leisure break, where appropriate.

In exceptional and inevitable circumstances, arising at the destination or in the immediate proximity of it, and fulfilling the conditions of Point II of Article L.211-14 of the Tourism Code (mentioned at the end of the document), the Customer may rescind (cancel) the Contract prior to the start of the leisure break without paying cancellation fees. In such an event, the Customer receives a full refund of all the payments. They cannot claim any additional compensation.

In other cases, in the event of the cancellation of the leisure break on the part of the Customer, the monies paid will be refunded under the following conditions:

a) The Customer has not taken out the “rental-cancellation” insurance or the policy does not apply

Number of days elapsing between receipt of the notice of cancellation and the start date of the leisure break	Proportion not refunded of the total leisure break price
More than 30 days (deposit paid)	25 per cent
Fewer than 30 days (balance paid)	75 per cent
Fewer than seven days	100 per cent

b) The Customer has taken out the “rental-cancellation” insurance and the policy applies

See the paragraph “Rental-cancellation insurance”.

3) Cancellation or modification on the part of LA ROSIÈRE RÉSERVATION

In the event of the cancellation or modification of the leisure break on the part of LA ROSIÈRE RÉSERVATION, the provisions of Articles L.211-9, L.211-12 to L.211-14 and R.211-5, R.211-8 to R.211-10 of the Tourism Code shall apply (Articles R.211-5 and R.211-8 to R.211-10, reproduced at the end of the document).

• Modification on the part of LA ROSIÈRE RÉSERVATION before the start of the leisure break

LA ROSIÈRE RÉSERVATION can unilaterally make any minor amendment to the clauses of the Contract other than the price. The Customer shall be informed of this by LA ROSIÈRE RÉSERVATION.

Other amendments will be made, where appropriate, in accordance with the regulations.

c) Cancellation on the part of LA ROSIÈRE RÉSERVATION before the start of the leisure break

LA ROSIÈRE RÉSERVATION may rescind the Contract and refund the Customer in full for the payments made, although LA ROSIÈRE RÉSERVATION is under no obligation to pay additional compensation to the Customer if LA ROSIÈRE RÉSERVATION is prevented from performing the Contract on account of exceptional and inevitable circumstances and gives the Customer notice of the termination of the Contract without undue delay before the start of the leisure break. In such circumstances LA ROSIÈRE RÉSERVATION must only refund the payments made. No compensation shall be due.

In other cases, LA ROSIÈRE RÉSERVATION shall compensate the Customer in accordance with the conditions set out in Article R.211-10 of the Tourism Code.

d) Non-compliance in the performance of the Contract/package



In the event of a failure to perform the Contract (or the tourist package sold by LA ROSIÈRE RÉSERVATION and of which this Contract forms part), in its capacity as an organisation registered with Atout France, financially covered and the holder of professional civil liability, LA ROSIÈRE RÉSERVATION is your responsible point of contact.

Any non-compliance shall be dealt with in accordance with the provisions of the Tourism Code.

X. THE CUSTOMER'S OBLIGATIONS

With regard to the accommodation, the Customer is required to:

1. Use the premises for private purposes only.
2. Ensure the premises are not occupied by more people than the maximum capacity they provide for.
3. Ensure that neither they nor their co-tenants do anything that may undermine the peace and quiet of the surrounding area or other occupants, and comply with the internal regulations of the property.
4. Avoid taking any animals into the rented premises without the prior agreement of LA ROSIÈRE RÉSERVATION'S booking office.
5. Allow work that cannot be delayed, owing to its evident urgency, to be carried out at the rented premises during the rental period.
6. Maintain the rented premises and return them at the end of the period of use in a perfectly clean and operational state.
7. Inform LA ROSIÈRE RÉSERVATION immediately of any damage occurring at the rented premises and of any interruption in services.

As regards any service included in the Contract entered into with LA ROSIÈRE RÉSERVATION or included in the tourist package sold by LA ROSIÈRE RÉSERVATION and of which this Contract forms part), the Customer is required to notify, without undue delay and light of the specific circumstances, LA ROSIÈRE RÉSERVATION of any non-compliance they note in the performance of a travel service included in the Contract or the package in accordance with point II of Article L. 211-16 of the Tourism Code.

XI. LA ROSIÈRE RÉSERVATION'S OBLIGATIONS IF A PACKAGE HAS BEEN CONCLUDED

LA ROSIÈRE RÉSERVATION is fully responsible for the proper performance of all the travel services included in the tourist package sold by LA ROSIÈRE RÉSERVATION and of which this Contract forms part, in accordance with Article L. 211-16 of the Tourism Code.

LA ROSIÈRE RÉSERVATION shall provide assistance to the Customer if they are in difficulty, in accordance with Article L. 211-17-1 of the Tourism Code. This assistance may be billed for if the difficulty in question is caused intentionally by the Customer or as a result of their negligence.

However, LA ROSIÈRE RÉSERVATION may be freed from all or part of its liability if the damage is attributable to the Customer, to a third party unrelated to the supply of the travel services included in the package and is unforeseeable or unavoidable, or to exceptional and unavoidable circumstances.

XII. LA ROSIÈRE RÉSERVATION'S OBLIGATIONS IN THE EVENT OF THE PROVISION OF A RELATED TRAVEL SERVICE

LA ROSIÈRE RÉSERVATION is responsible for the proper performance of the service(s) provided for in the Contract entered into between LA ROSIÈRE RÉSERVATION and the Customer in accordance with Article L. 211-16 of the Tourism Code.

LA ROSIÈRE RÉSERVATION is not responsible for the proper performance of the service(s) provided for by the contract(s) it has not entered into with the Customer even if this/these service(s) constitute a related travel service. Each service provider is solely responsible for the proper contractual performance of their service.

The Customer enjoys protection against the insolvency of LA ROSIÈRE RÉSERVATION, in accordance with Article L.211-18 of the Tourism Code.

LA ROSIÈRE RÉSERVATION shall provide assistance to the Customer if they are in difficulty, in accordance with Article L. 211-17-1 of the Tourism Code. This assistance may be billed for if the difficulty in question is caused intentionally by the Customer or as a result of their negligence.

LA ROSIÈRE RÉSERVATION may be freed of all or part of its liability if the damage is attributable to the Customer, to a third party unrelated to the supply of the travel services included in the Contract and is unforeseeable or unavoidable, or to exceptional and unavoidable circumstances.

XIII. INSURANCE CONTRACT COVERING THE CONSEQUENCES OF PROFESSIONAL CIVIL LIABILITY OF THE OFFICE DE TOURISME

Insurer within the framework of the travel agent regime: GENERALI IARD - 2 RUE PILLET-WILL, 75009 PARIS CEDEX, France, RCS PARIS 552 062 663, policy no. AM701547

Compulsory insurance providing cover for the financial consequences of professional civil liability in the conditions provided for by the Tourism Code

COVER	AMOUNT	EXCESS
General civil liability		
Comprehensive This limit including	€8,000,000	Non-indexed for any one loss Excess: none
Personal injury cover and resulting non-material damage caused by: Inexcusable conduct Accidents in the workplace Occupational diseases	€1,500,000	Per policy term Excess: none

Personal injury cover and resulting non-material damage	€1,600,000	Per accident Excess: 10% of damages Min: €320. Max: €3,200
Environmental damage resulting from an accident	€320,000	Per policy term Excess: €3,200 per accident
Damage resulting from the supply of advertising material	€1,600,000	Per policy term Excess: €800

COVER	AMOUNT	EXCESS
Professional civil liability		
Comprehensive	€1,600,000	Per policy term Excess: 10% of damages Min: €800. Max: €4,000
Including Non-material damage	€800,000	Per policy term Excess: 10% of damages Min: €800. Max: €4,000
Loss, theft or damage to baggage	€32,000	Per policy term Excess: €800
Ticketing	€32,000	Per policy term Excess: €800
Emergency expenses	€80,000	Per policy term Excess: 10% of damages Min: €800. Max: €4,000

COVER	AMOUNT	EXCESS
Additional cover		
	€160,000	Per policy term Excess: 10% of damages Min: €800. Max: €4,000

XIV. CONTACT DURING YOUR LEISURE BREAK

Should the Customer require assistance for any problem they encounter during their leisure break or should they come across any type of non-compliance, the Customer may contact LA ROSIÈRE RÉSERVATION as follows:

On site or by post: Mme Christine Gaide

La Rosière Réservation – Office de Tourisme – 73700 LA ROSIÈRE-MONTVALEZAN

By phone: +33 (0) 479 06 83 92

By email: resa@larosiere.net

XV. ASSISTANCE

The Customer is advised to take out assistance cover for certain specific risks, including repatriation costs in the event of an accident, illness or death. Such assistance is not covered by this Contract.

XVI. PROTECTION OF PERSONAL DATA

Customers' personal data is processed by LA ROSIÈRE RÉSERVATION, in its capacity as the party responsible for its processing, founded on the performance of the Contract, which includes the management of orders, the improvement of the services proposed and the monitoring of payments.

The data is intended for LA ROSIÈRE RÉSERVATION and in particular for the people in charge of the accounting and sales departments, for service providers acting as subcontractors responsible for the proper performance of the services proposed, and for the insurer when the Customer takes out the "rental-cancellation" contract, as referred to in V.11 of these terms and conditions of sale.



In this regard, the personal data of customers is not transferred outside the European Union. In the event of data potentially being transferred outside the European Union, LA ROSIÈRE RÉSERVATION promises to put in place the appropriate guarantees, in accordance with the General Data Protection Regulation (GDPR), and in particular to put in place contractual clauses of the type adopted by the European Commission in their version currently in force or to check that the recipient is signed up to the Privacy Shield scheme in the event of the data being transferred to the United States.

Customers' personal data is retained for a period of three years starting from the end of the contractual relationship.

In accordance with the GDPR and the amended French Data Protection Act, each customer has the right to access, amend, object to and delete the data relating to them. They also have the right to limit the processing of data and the right to the portability of their data.

The Customer may exercise these rights:

- By completing the contact form at the website (<https://booking.larosiere.net/contact-us.html>)
- By e-mail at rgpd@larosiere.net
- By writing to LA ROSIÈRE RÉSERVATION – Office du Tourisme de La Rosière – 73700 MONTVALEZAN - France

Customers each have, if they deem it necessary, the possibility of making a complaint to the French Data Protection Authority.

XVII. REMUNERATION OF LA ROSIÈRE RÉSERVATION WHEN IT ACTS AS AN INTERMEDIARY ON BEHALF OF ANOTHER SERVICE PROVIDER OR OTHER SERVICE PROVIDERS

When LA ROSIÈRE RÉSERVATION acts in its own name on behalf of another service provider or other service provider(s), LA ROSIÈRE RÉSERVATION acts as a commercial intermediary (a so-called “undisclosed” intermediary according to the regulations, or a “commission agent”). Its remuneration comprises a percentage levied on the sum of the transaction and is negotiated in advance with the service provider(s).

XVIII. COMPLAINTS/CONSUMER OMBUDSMAN

1) Complaints

In the event of a complaint or where a non-compliance has been noted, the Customer is asked to make contact immediately with LA ROSIÈRE RÉSERVATION on site or using the contact details given in the paragraph entitled “Contact during your leisure break”.

In the event of the Customer taking legal action against the OFFICE DE TOURISME DE LA ROSIÈRE, the courts of Albertville have sole authority.

2) Consumer ombudsman

Our clients/consumers (understood as any natural person who is acting for purposes which are outside their commercial, industrial, craft, professional or agricultural activity) are informed of the opportunity afforded them by Article L.612-1 of the Consumer Code, in the event of a dispute with the EPIC Office de Tourisme de La Rosière, of having recourse, in the conditions set out under Title I of Book VI of the Consumer Code, to the consumer ombudsman, whose contact details are as follows:

MTV Médiation Tourisme Voyage

BP 80 303 – 75 823 Paris Cedex 17

www.mtv.travel

Referral arrangements may be consulted online at www.mtv.travel. The ombudsman may only be referred to once an attempt has been made to resolve the dispute with the EPIC Office de Tourisme de La Rosière by means of a written appeal and in the absence of a satisfactory response or in the absence of a response in a period of 60 days.

Consumers are also informed of the existence of a European online dispute platform, which they may use to resolve any disputes regarding goods or services they have purchased [online](#):

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=FR>

XIX. APPLICABLE LAW

This Contract is governed by French domestic law.

XX. INFORMATION FORM REGARDING THE PACKAGES AND RELATED TRAVEL SERVICES AND THE TOURISM CODE (EXTRACTS)

- **Conclusion of a package with LA ROSIÈRE RÉSERVATION - Standard information form for package travel contracts**

The combination of travel services offered to you is a package within the meaning of Directive (UE) 2015/2302 and Article L.211-2 II of the Tourism Code.

You shall, as a result, enjoy all the rights granted by the European Union in relation to packages, such as those transposed in the [Tourism Code](#). LA ROSIÈRE RÉSERVATION shall be fully responsible for the proper performance of the package as a whole.

Furthermore, as required by law, LA ROSIÈRE RÉSERVATION enjoys protection so that it may refund your payments and, if transport is included in the package, ensure you are repatriated in the event of it becoming insolvent.

Further information on the [key rights under Directive \(EU\) 2015/2302](#).

Key rights under Directive (EU) 2015/2302 transposed to the Tourism Code:

- Travellers will receive all essential information about the package before concluding the package travel contract.
- The organiser (LA ROSIÈRE RÉSERVATION) and the retailer are responsible for the proper performance of the travel services contained in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the retailer.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 per cent of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser or retailer has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. LA ROSIÈRE RÉSERVATION has taken out insolvency protection with the Association Professionnelle de Solidarité du Tourisme – APST (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity (head office: sis 15 avenue Carnot, 75017 Paris Cedex, France; SIREN code: 784 718 983, (info@apst.travel; Tel: +33 (0) 144 09 25 35; Fax: +33 (0) 144 09 88 00) if services are denied on account of LA ROSIÈRE RÉSERVATION's insolvency.

[Website where Directive \(EU\) 2015/2302 may be consulted](#), transposed into national law: Articles L.211-1 et seq. of the Tourism Code and Articles R.211-1 et seq. of the same Code:

https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A...%20B08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701

3) Conclusion of a package with LA ROSIÈRE RÉSERVATION resulting from the purchase of travel services from traders under conditions other than those set out in point e) 2 A II of Article L.211-1 of the Tourism Code - Standard information form when the package organiser (LA ROSIÈRE RÉSERVATION) transfers data to another trader in accordance with Article L.211-2 II A 2° e) of the Tourism Code

In the event that the conclusion of the package results from the purchase, by the Customer, of one or more travel services, under Point I of Article L.211-1 of the Tourism Code, other than accommodation with other traders than LA ROSIÈRE RÉSERVATION when said travel services have been purchased by the Customer thanks to associated online booking procedures, when the name of the Customer, payment methods and email address have been transferred by LA ROSIÈRE RÉSERVATION to one or more other traders and when a contract has been entered into with it/them no later than 24 hours after the confirmation of the accommodation booking with LA ROSIÈRE RÉSERVATION.

If you enter into a contract with a partner of LA ROSIÈRE RÉSERVATION within a period of 24 hours after having received confirmation of the booking from LA ROSIÈRE RÉSERVATION, the travel service provided by LA ROSIÈRE RÉSERVATION and its partner(s) shall constitute a package under Directive (EU) 2015/2302 and Article L.211-2 of the Tourism Code, if the travel service has been purchased from a partner thanks to associated online booking procedures, when your name, payment methods and email address have been transferred by LA ROSIÈRE RÉSERVATION to this partner. You shall, as a result, enjoy all the rights granted by the European Union in relation to packages. LA ROSIÈRE RÉSERVATION shall be fully responsible for the proper performance of the package as a whole. Furthermore, as required by law, LA ROSIÈRE RÉSERVATION enjoys protection so that it may refund your payments and, if transport is included in the package, ensure you are repatriated in the event of it becoming insolvent.

4) Conclusion of a contract with LA ROSIÈRE RÉSERVATION included in a related travel service – Information request form

- **Part B: Standard information form when the trader providing a related online travel service under Article L. 211-2 III 1° of the Tourism Code is a trader other than a carrier selling a return ticket.**

If, after having chosen a travel service and paid for it, you book additional travel services for your holiday or leisure break through LA ROSIÈRE RÉSERVATION, you shall NOT enjoy the rights applicable to packages under Directive (EU) 2015/2302 and Article L.211-2 of the Tourism Code. However, if you book additional travel services during the course of the same visit to our [booking website](#), the travel services shall form part of a related travel service. In such an event, LA ROSIÈRE RÉSERVATION enjoys, as required by European Union law, protection for the purposes of refunding the sums you have paid for services that have not been performed owing to its insolvency.

[Further information on protection against insolvency.](#)

Informative note on insolvency:

LA ROSIÈRE RÉSERVATION has taken out insolvency protection with the Association professionnelle de Solidarité du Tourisme (APST). Travellers may contact this entity (head office: sis 15 avenue Carnot, 75017 Paris Cedex, France; SIREN code: 784 718 983, [(info@apst.travel); Tel: +33 (0) 144 09 25 35; Fax: +33 (0) 144 09 88 00) if services are denied on account of LA ROSIÈRE RÉSERVATION's insolvency.

Please note: this protection against insolvency does not apply to contracts entered into with parties other than LA ROSIÈRE RÉSERVATION, which may be performed in spite of the insolvency of LA ROSIÈRE RÉSERVATION.

[Directive \(UE\) 2015/2302 transposed to national law](#): Articles L.211-1 et seq. of the Tourism Code and Articles R.211-1 et seq. of the same Code: https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701

- **Part C: Standard information form in the event of the provision of related travel services under Article L. 211-2 III 1° of the Tourism Code, when contracts are concluded in the presence of the trader (other than a carrier selling a return ticket) and the traveller at the same time**

If, after having chosen a travel service and paid for it, you book additional travel services for your holiday or leisure break through LA ROSIÈRE RÉSERVATION, you shall NOT enjoy the rights applicable to packages under Directive (EU) 2015/2302 and Article L.211-2 of the Tourism Code. However, if you book additional travel services during the course of the same visit or the same period of contact with LA ROSIÈRE RÉSERVATION, the travel services shall form part of a related travel service. In such an event, LA ROSIÈRE RÉSERVATION enjoys, as required by European Union law, protection for the purposes of refunding the sums you have paid for services that have not been performed owing to its insolvency.

Informative note on insolvency:

LA ROSIÈRE RÉSERVATION has taken out insolvency protection with the Association professionnelle de Solidarité du Tourisme (APST). Travellers may contact this entity (head office: sis 15 avenue Carnot, 75017 Paris Cedex, France; SIREN code: 784 718 983, (info@apst.travel; Tel: +33 (0) 144 09 25 35; Fax: +33 (0) 144 09 88 00) if services are denied on account of the APST's insolvency.

Please note: this protection against insolvency does not apply to contracts entered into with parties other than LA ROSIÈRE RÉSERVATION, which may be performed in spite of the insolvency of LA ROSIÈRE RÉSERVATION.

[Website where Directive \(EU\) 2015/2302 may be consulted](#), transposed into national law: Articles L.211-1 et seq. of the Tourism Code and Articles R.211-1 et seq. of the same Code: https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701].

- **Part E: Standard information form when the trader providing a related travel service online under Article L. 211-2 III 2° of the Tourism Code is a trader other than a carrier selling a return ticket**

If you book additional travel services for your holiday or leisure break via this/these link(s), you shall NOT enjoy the rights applicable to packages under Directive (EU) 2015/2302 and Article L.211-2 of the Tourism Code.

LA ROSIÈRE RÉSERVATION shall not be liable for the proper performance of these additional travel services. In the event of a problem arising, please contact the service provider in question.

However, if you book additional travel services via this/these link(s) in a period of 24 hours after having received confirmation of the booking from LA ROSIÈRE RÉSERVATION, these travel services shall form part of a related travel service. In such an event, LA ROSIÈRE RÉSERVATION enjoys, as required by European Union law, protection for the purposes of refunding the sums you have paid for services that have not been performed owing to its insolvency. Please note that no refund shall be made in the event that the provider of the additional services in question becomes insolvent.

[Further information on protection against insolvency.](#)

Informative note on insolvency:

LA ROSIÈRE RÉSERVATION has taken out insolvency protection with the Association professionnelle de Solidarité du Tourisme (APST). Travellers may contact this entity (head office: sis 15 avenue Carnot, 75017 Paris Cedex, France; SIREN code: 784 718 983, (info@apst.travel; Tel: +33 (0) 144 09 25 35; Fax: +33 (0) 144 09 88 00) if services are denied on account of LA ROSIÈRE RÉSERVATION's insolvency. Please note: this protection against insolvency does not apply to contracts entered into with parties other than LA ROSIÈRE RÉSERVATION, which may be performed in spite of the insolvency of LA ROSIÈRE RÉSERVATION.

[Directive \(EU\) 2015/2302 transposed into national law](https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701), Articles L.211-1 et seq. of the Tourism Code and Articles R.211-1 et seq. of the same Code: https://www.legifrance.gouv.fr/affichCodeArticle.do;jsessionid=B6B56671A51841699A8FB7B4B5EB08A2.tplgfr21s_1?idArticle=LEGIARTI000036242695&cidTexte=LEGITEXT000006074073&categorieLien=id&dateTexte=20180701.

5) French tourism code (extracts)

Article L211-2

I.-Constitue un service de voyage :

- 1° Le transport de passagers ;
- 2° L'hébergement qui ne fait pas partie intégrante du transport de passagers et qui n'a pas un objectif résidentiel ;
- 3° La location de voitures particulières, d'autres véhicules de catégorie M au sens de l'article R. 311-1 du code de la route ayant une vitesse maximale par construction supérieure à 25 km/h ou de motocyclettes au sens de l'article R. 311-1 du code de la route dont la conduite nécessite la possession d'un permis de conduire de catégorie A conformément aux dispositions de l'article R. 221-4 de ce même code ;
- 4° Tout autre service touristique qui ne fait pas partie intégrante d'un service de voyage au sens des 1°, 2° ou 3°.

II.-A.-**Constitue un forfait touristique** la combinaison d'au moins deux types différents de services de voyage aux fins du même voyage ou séjour de vacances, dépassant vingt-quatre heures ou incluant une nuitée, si :

- 1° Ces services sont combinés par un seul professionnel, y compris à la demande du voyageur ou conformément à son choix, avant qu'un contrat unique incluant tous ces services ne soit conclu ;
- 2° Indépendamment de l'éventuelle conclusion de contrats séparés avec des prestataires de services de voyage individuels, ces services sont :
 - a) Soit achetés auprès d'un seul point de vente et choisis avant que le voyageur n'accepte de payer ;
 - b) Soit proposés, vendus ou facturés à un prix tout compris ou à un prix total ;
 - c) Soit annoncés ou vendus sous la dénomination de "forfait" ou sous une dénomination similaire ;
 - d) Soit combinés après la conclusion d'un contrat par lequel un professionnel autorise le voyageur à choisir parmi une sélection de différents types de services de voyage ;
 - e) Soit achetés auprès de professionnels distincts grâce à des procédures de réservation en ligne liées, lorsque le nom du voyageur, les modalités de paiement et l'adresse électronique sont transmis par le professionnel avec lequel le premier contrat est conclu à un ou plusieurs autres professionnels et lorsqu'un contrat avec ce ou ces derniers est conclu au plus tard vingt-quatre heures après la confirmation de la réservation du premier service de voyage.

B.-Les combinaisons de services de voyage dans lesquelles un seul des types de service de voyage mentionnés au 1°, au 2°, ou au 3° du I est combiné à un ou plusieurs des services touristiques mentionnés au 4° du I ne constituent pas un forfait si ces derniers services :

- 1° Ne représentent pas une part significative de la valeur de la combinaison, ne sont pas annoncés comme étant une caractéristique essentielle de la combinaison ou ne constituent pas d'une manière ou d'une autre une telle caractéristique, ou
- 2° Sont choisis et achetés uniquement après que l'exécution d'un service de voyage mentionné au 1°, au 2° ou au 3° du I a commencé.

III. **Constitue une prestation de voyage liée** la combinaison d'au moins deux types différents de services de voyage achetés aux fins du même voyage ou séjour de vacances, couvrant au moins vingt-quatre heures ou une nuitée, ne constituant pas un forfait et entraînant la conclusion de contrats séparés avec des prestataires de services de voyage individuels, si un professionnel facilite :

- 1° A l'occasion d'une seule visite à son point de vente ou d'une seule prise de contact avec celui-ci, le choix séparé et le paiement séparé de chaque service de voyage par les voyageurs ou
 - 2° D'une manière ciblée, l'achat d'au moins un service de voyage supplémentaire auprès d'un autre professionnel lorsque le contrat avec cet autre professionnel est conclu au plus tard vingt-quatre heures après la confirmation de la réservation du premier service de voyage.
- Lorsqu'il est acheté un seul des types de service de voyage mentionnés au 1°, au 2° ou au 3° du I et un ou plusieurs des services touristiques mentionnés au 4° du I, ceux-ci ne constituent pas une prestation de voyage liée si ces derniers services ne représentent pas une part significative de la valeur combinée des services et ne sont pas annoncés comme étant une caractéristique essentielle du voyage ou séjour de vacances ou ne constituent pas d'une manière ou d'une autre une telle caractéristique.

IV. Pour l'application du présent chapitre, le voyageur est une personne cherchant à conclure un contrat relevant du champ d'application du présent chapitre ou ayant le droit de voyager sur la base d'un tel contrat déjà conclu.

Un professionnel est une personne physique ou morale, qu'elle soit publique ou privée, qui agit, y compris par l'intermédiaire d'une autre personne agissant en son nom ou pour son compte, aux fins qui entrent dans le cadre de son activité commerciale, industrielle, artisanale ou libérale en ce qui concerne des



contrats relevant du présent chapitre, qu'elle agisse en qualité d'organisateur, de détaillant, de professionnel facilitant une prestation de voyage liée ou de prestataire d'un service de voyage.

Un organisateur est un professionnel qui élabore des forfaits touristiques et les vend ou les offre à la vente, directement ou par l'intermédiaire d'un autre professionnel ou encore conjointement avec un autre professionnel, ou un professionnel qui transmet les données du voyageur à un autre professionnel conformément au e du 2° du A du II.

Un détaillant est un professionnel autre que l'organisateur, qui vend ou offre à la vente des forfaits élaborés par un organisateur ou des services de voyage assurés par un autre professionnel.

V. Pour l'application du présent chapitre, on entend par :

1° Point de vente : tout site commercial, qu'il soit meuble ou immeuble, ou un site internet commercial ou une structure de vente en ligne similaire, y compris lorsque des sites internet commerciaux ou des structures de vente en ligne sont présentés aux voyageurs comme une structure unique, y compris un service téléphonique ;

2° Support durable : tout instrument permettant au voyageur ou au professionnel de stocker des informations qui lui sont adressées personnellement d'une manière permettant de s'y reporter ultérieurement pendant un laps de temps adapté aux fins auxquelles les informations sont destinées et qui permet la reproduction à l'identique des informations stockées ;

3° Circonstances exceptionnelles et inévitables : une situation échappant au contrôle de la partie qui invoque cette situation et dont les conséquences n'auraient pu être évitées même si toutes les mesures raisonnables avaient été prises.

Article L211-14

I. Le voyageur peut résoudre le contrat à tout moment avant le début du voyage ou du séjour. Dans ce cas, le vendeur peut lui demander de payer des frais de résolution appropriés et justifiables. Le contrat peut stipuler des frais de résolution standard raisonnables, calculés en fonction de la date de résolution du contrat avant le début du voyage ou du séjour et des économies de coûts et des revenus escomptés du fait d'une remise à disposition des services de voyage concernés. En l'absence de frais de résolution standard, le montant des frais de résolution correspond au prix moins les économies de coûts et les revenus réalisés du fait d'une remise à disposition des services de voyage. A la demande du voyageur, le vendeur justifie le montant des frais de résolution.

II. Le voyageur a le droit de résoudre le contrat avant le début du voyage ou du séjour sans payer de frais de résolution si des circonstances exceptionnelles et inévitables, survenant au lieu de destination ou à proximité immédiate de celui-ci, ont des conséquences importantes sur l'exécution du contrat ou sur le transport des passagers vers le lieu de destination. Dans ce cas, le voyageur a droit au remboursement intégral des paiements effectués mais pas à un dédommagement supplémentaire.

III. L'organisateur ou le détaillant peut résoudre le contrat et rembourser intégralement le voyageur des paiements effectués, mais il n'est pas tenu à une indemnisation supplémentaire, si :

1° Le nombre de personnes inscrites pour le voyage ou le séjour est inférieur au nombre minimal indiqué dans le contrat et que le vendeur notifie la résolution du contrat au voyageur dans le délai fixé par le contrat, mais au plus tard :

- vingt jours avant le début du voyage ou du séjour dans le cas de voyages dont la durée dépasse six jours ;
 - sept jours avant le début du voyage ou du séjour dans le cas de voyages dont la durée est de deux à six jours ;
 - quarante-huit heures avant le début du voyage ou du séjour dans le cas de voyages ne durant pas plus de deux jours ;
- ou

2° L'organisateur ou le détaillant est empêché d'exécuter le contrat en raison de circonstances exceptionnelles et inévitables et notifie la résolution du contrat au voyageur dans les meilleurs délais avant le début du voyage ou du séjour.

Article R211-3

Toute offre et toute vente des prestations mentionnées à l'article L. 211-1 donnent lieu à la remise de documents appropriés qui répondent aux règles définies par la présente section.

Article R211-3-1

L'échange d'informations précontractuelles ou la mise à disposition des conditions contractuelles est effectué par écrit. Ils peuvent se faire par voie électronique. Sont mentionnés le nom ou la raison sociale et l'adresse de l'organisateur ou du détaillant ainsi que l'indication de son immatriculation au registre prévu à l'article L. 141-3 ou, le cas échéant, le nom, l'adresse et l'indication de l'immatriculation de la fédération ou de l'union mentionnées au deuxième alinéa de l'article R. 211-2.

Article R211-4

Préalablement à la conclusion du contrat, l'organisateur ou le détaillant doit communiquer au voyageur les informations suivantes :

1° Les caractéristiques principales des services de voyage :

- a) La ou les destinations, l'itinéraire et les périodes de séjour, avec les dates et, lorsque le logement est compris, le nombre de nuitées comprises ;
- b) Les moyens, caractéristiques et catégories de transport, les lieux, dates et heures de départ et de retour, la durée et le lieu des escales et des correspondances. Lorsque l'heure exacte n'est pas encore fixée, l'organisateur ou le détaillant informe le voyageur de l'heure approximative du départ et du retour ;
- c) La situation, les principales caractéristiques et, s'il y a lieu, la catégorie touristique de l'hébergement en vertu des règles du pays de destination ;

- d) Les repas fournis ;
 - e) Les visites, les excursions ou les autres services compris dans le prix total convenu pour le contrat ;
 - f) Lorsque cela ne ressort pas du contexte, si les services de voyage éventuels seront fournis au voyageur en tant que membre d'un groupe et, dans ce cas, si possible, la taille approximative du groupe ;
 - g) Lorsque le bénéfice d'autres services touristiques fournis au voyageur repose sur une communication verbale efficace, la langue dans laquelle ces services seront fournis ;
 - h) Des informations sur le fait de savoir si le voyage ou le séjour de vacances est, d'une manière générale, adapté aux personnes à mobilité réduite et, à la demande du voyageur, des informations précises sur l'adéquation du voyage ou du séjour de vacances aux besoins du voyageur ;
- 2° La dénomination sociale et l'adresse géographique de l'organisateur et du détaillant, ainsi que leurs coordonnées téléphoniques et, s'il y a lieu, électroniques ;
- 3° Le prix total incluant les taxes et, s'il y a lieu, tous les frais, redevances ou autres coûts supplémentaires, ou, quand ceux-ci ne peuvent être raisonnablement calculés avant la conclusion du contrat, une indication du type de coûts additionnels que le voyageur peut encore avoir à supporter ;
- 4° Les modalités de paiement, y compris le montant ou le pourcentage du prix à verser à titre d'acompte et le calendrier pour le paiement du solde, ou les garanties financières à verser ou à fournir par le voyageur ;
- 5° Le nombre minimal de personnes requis pour la réalisation du voyage ou du séjour et la date limite mentionnée au III de l'article L. 211-14 précédant le début du voyage ou du séjour pour une éventuelle résolution du contrat au cas où ce nombre ne serait pas atteint ;
- 6° Des informations d'ordre général concernant les conditions applicables en matière de passeports et de visas, y compris la durée approximative d'obtention des visas, ainsi que des renseignements sur les formalités sanitaires, du pays de destination ;
- 7° Une mention indiquant que le voyageur peut résoudre le contrat à tout moment avant le début du voyage ou du séjour, moyennant le paiement de frais de résolution appropriés ou, le cas échéant, de frais de résolution standard réclamés par l'organisateur ou le détaillant, conformément au I de l'article L. 211-14 ;
- 8° Des informations sur les assurances obligatoires ou facultatives couvrant les frais de résolution du contrat par le voyageur ou sur le coût d'une assistance, couvrant le rapatriement, en cas d'accident, de maladie ou de décès.
- En ce qui concerne les forfaits définis au e du 2° du A du II de l'article L. 211-2, l'organisateur ou le détaillant et le professionnel auxquels les données sont transmises veillent à ce que chacun d'eux fournisse, avant que le voyageur ne soit lié par un contrat, les informations énumérées au présent article dans la mesure où celles-ci sont pertinentes pour les services de voyage qu'ils offrent.
- Le formulaire par lequel les informations énumérées au présent article sont portées à la connaissance du voyageur est fixé par arrêté conjoint du ministre chargé du tourisme et du ministre chargé de l'économie et des finances. Cet arrêté précise les informations minimales à porter à la connaissance du voyageur lorsque le contrat est conclu par téléphone.

Article R211-5

Les informations mentionnées aux 1°, 3°, 4°, 5° et 7° de l'article R. 211-4 communiquées au voyageur font partie du contrat et ne peuvent être modifiées que dans les conditions définies à l'article L. 211-9.

Article R211-6

Le contrat doit comporter, outre les informations définies à l'article R. 211-4, les informations suivantes :

- 1° Les exigences particulières du voyageur que l'organisateur ou le détaillant a acceptées ;
 - 2° Une mention indiquant que l'organisateur ainsi que le détaillant sont responsables de la bonne exécution de tous les services de voyage compris dans le contrat conformément à l'article L. 211-16 et qu'ils sont tenus d'apporter une aide au voyageur s'il est en difficulté, conformément à l'article L. 211-17-1 ;
 - 3° Le nom de l'entité chargée de la protection contre l'insolvabilité et ses coordonnées, dont son adresse géographique ;
 - 4° Le nom, l'adresse, le numéro de téléphone, l'adresse électronique et, le cas échéant, le numéro de télécopieur du représentant local de l'organisateur ou du détaillant, d'un point de contact ou d'un autre service par l'intermédiaire duquel le voyageur peut contacter rapidement l'organisateur ou le détaillant et communiquer avec lui de manière efficace, demander une aide si le voyageur est en difficulté ou se plaindre de toute non-conformité constatée lors de l'exécution du voyage ou du séjour ;
 - 5° Une mention indiquant que le voyageur est tenu de communiquer toute non-conformité qu'il constate lors de l'exécution du voyage ou du séjour conformément au II de l'article L. 211-16 ;
 - 6° Lorsque des mineurs, non accompagnés par un parent ou une autre personne autorisée, voyagent sur la base d'un contrat comprenant un hébergement, des informations permettant d'établir un contact direct avec le mineur ou la personne responsable du mineur sur le lieu de séjour du mineur ;
 - 7° Des informations sur les procédures internes de traitement des plaintes disponibles et sur les mécanismes de règlement extrajudiciaire des litiges et, s'il y a lieu, sur l'entité dont relève le professionnel et sur la plateforme de règlement en ligne des litiges prévue par le règlement (UE) n° 524/2013 du Parlement européen et du Conseil ;
 - 8° Des informations sur le droit du voyageur de céder le contrat à un autre voyageur conformément à l'article L. 211-11.
- En ce qui concerne les forfaits définis au e du 2° du A du II de l'article L. 211-2, le professionnel auquel les données sont transmises informe l'organisateur ou le détaillant de la conclusion du contrat donnant lieu à la création d'un forfait. Le professionnel lui fournit les informations nécessaires pour lui permettre de s'acquitter de ses obligations en tant qu'organisateur. Dès que l'organisateur ou le détaillant est informé de la création d'un forfait, il fournit au voyageur, sur un support durable, les informations mentionnées aux 1° à 8°.

Article R211-7

Le voyageur peut céder son contrat à un cessionnaire qui remplit les mêmes conditions que lui pour effectuer le voyage ou le séjour, tant que ce contrat n'a produit aucun effet.



Sauf stipulation plus favorable au cédant, celui-ci est tenu d'informer l'organisateur ou le détaillant de sa décision par tout moyen permettant d'en obtenir un accusé de réception au plus tard sept jours avant le début du voyage. Cette cession n'est soumise, en aucun cas, à une autorisation préalable de l'organisateur ou du détaillant.

Article R211-8

Lorsque le contrat comporte une possibilité expresse de révision du prix, dans les limites prévues à l'article L. 211-12, il mentionne les modalités précises de calcul, tant à la hausse qu'à la baisse, des variations des prix, notamment le montant des frais de transport et taxes y afférentes, la ou les devises qui peuvent avoir une incidence sur le prix du voyage ou du séjour, la part du prix à laquelle s'applique la variation, ainsi que le cours de la ou des devises retenu comme référence lors de l'établissement du prix figurant au contrat.

En cas de diminution du prix, l'organisateur ou le détaillant a le droit de déduire ses dépenses administratives réelles du remboursement dû au voyageur. A la demande du voyageur, l'organisateur ou le détaillant apporte la preuve de ces dépenses administratives.

Article R211-9

Lorsque, avant le départ du voyageur, l'organisateur ou le détaillant se trouve contraint d'apporter une modification à l'un des éléments essentiels du contrat, s'il ne peut pas satisfaire aux exigences particulières mentionnées au 1° de l'article R. 211-6, ou en cas de hausse du prix supérieure à 8 %, il informe le voyageur dans les meilleurs délais, d'une manière claire, compréhensible et apparente, sur un support durable :

- 1° Des modifications proposées et, s'il y a lieu, de leurs répercussions sur le prix du voyage ou du séjour ;*
- 2° Du délai raisonnable dans lequel le voyageur doit communiquer à l'organisateur ou au détaillant la décision qu'il prend ;*
- 3° Des conséquences de l'absence de réponse du voyageur dans le délai fixé ;*
- 4° S'il y a lieu, de l'autre prestation proposée, ainsi que de son prix.*

Lorsque les modifications du contrat ou la prestation de substitution entraînent une baisse de qualité du voyage ou du séjour ou de son coût, le voyageur a droit à une réduction de prix adéquate.

Si le contrat est résolu et le voyageur n'accepte pas d'autre prestation, l'organisateur ou le détaillant rembourse tous les paiements effectués par le voyageur ou en son nom dans les meilleurs délais et en tout état de cause au plus tard quatorze jours après la résolution du contrat, sans préjudice d'un dédommagement en application de l'article L. 211-17.

Article R211-10

L'organisateur ou le détaillant procède aux remboursements requis en vertu des II et III de l'article L. 211-14 ou, au titre du I de l'article L. 211-14, rembourse tous les paiements effectués par le voyageur ou en son nom moins les frais de résolution appropriés. Ces remboursements au profit du voyageur sont effectués dans les meilleurs délais et en tout état de cause dans les quatorze jours au plus tard après la résolution du contrat.

Dans le cas prévu au III de l'article L. 211-14, l'indemnisation supplémentaire que le voyageur est susceptible de recevoir est au moins égale à la pénalité qu'il aurait supportée si l'annulation était intervenue de son fait à cette date.

Article R211-11

L'aide due par l'organisateur ou le détaillant en application de l'article L. 211-17-1 consiste notamment :

- 1° A fournir des informations utiles sur les services de santé, les autorités locales et l'assistance consulaire ;*
- 2° A aider le voyageur à effectuer des communications longue distance et à trouver d'autres prestations de voyage.*

L'organisateur ou le détaillant est en droit de facturer un prix raisonnable pour cette aide si cette difficulté est causée de façon intentionnelle par le voyageur ou par sa négligence. Le prix facturé ne dépasse en aucun cas les coûts réels supportés par l'organisateur ou le détaillant.

ANNEX

Information document on the insurance product: AREAS ASSURANCE

TOURISM INSURANCE

Informational document on the insurance product



AREAS DOMMAGES, Mutual Insurance Company registered in France

Head office: 46/49 Rue de Miromesnil 75008 PARIS – RCS Paris D 775 670 466 – subject to oversight from the ACPR

Product: **LOCPLUS INSURANCE 1029345**

This informational document presents you with a summary of the main coverage and exclusions of the product. It does not take into account your specific needs and requests. You will find complete information on this product in the pre-contractual and contractual documents.

What type of insurance is it?

The primary aim of LocPlus insurance is to cover you in the event of the cancellation of a trip, the interruption of a trip and the late arrival at a holiday destination, as well as in the event of damages caused to rented properties belonging to owners.



What is insured?

Insured parties benefit from coverage within the limits set out in the Table of Benefits in the Specific Terms and Conditions.

CANCELLATION / INTERRUPTION / LATE ARRIVAL COVERAGE:

Systematically extended coverage:

- Health problem or death of the Tenant or of a Near Relation, or of the person responsible for professionally replacing the Insured Party or their Partner or responsible for caring for children.
- Dismissal, transfer, loss or modification of holiday dates by the employer of the Insured Party, procurement of paid employment or a service provision assignment.
- Damages from water and frost, Fire, Explosion, Theft making the Insured Party's residence or the company unusable and requiring their presence on site.
- Site ban due to natural disasters, technological disasters, terrorist attacks, pollution, storms, forest fires, riots.
- Administrative or medical summons, or for a re-take exam within the framework of higher education or for adoption.

Extension of coverage depending on the choice of the tourism expert or the Owner:

- Lack or excess of snow
- Cultural, sporting or professional event
- Health cure
- Epidemic/Pandemic
- Rescue costs / Repatriation of the Tenant
 - Coverage for the safe arrival of the Tenant

PROPERTY DAMAGE COVERAGE:

Personal belongings of the Tenant in the event of Fire, Explosion or Damage from water and frost.

CIVIL LIABILITY COVERAGE:



What is not insured?

- ✗ Dismissal for gross misconduct,
- ✗ Any manifestation of relapses, worsening health or complications in the months preceding the reservation,
- ✗ Pregnancy, except for any complications due to this (miscarriage, childbirth and so on)
- ✗ Spa therapy, (unless following an accident or illness), psychological or psychotherapeutic treatment, including a breakdown, except in the event of hospitalisation,
- ✗ Accidental material Damages and theft occurring more than 7 days before the holiday start date
- ✗ Wear and tear, lack of maintenance and purely aesthetic damages.



Where am I covered?

- ✓ The contract covers rental properties located in mainland France.



Are there exclusions to the coverage?

Main exclusions (unless otherwise stated)

- ! A deliberate act of the insured party,
- ! The absence of risks,
- ! Epidemics and pandemics recognised by the national or international health authorities being subject of an emergency public health declaration or leading to a public health policy,
- ! Foreign war and civil war,
- ! The direct or indirect effects of explosion, heat release, irradiation resulting from the transmutation of nuclei of a biological or chemical nature,
- ! The consequences of serious accidents occurring before the date on which the Insured Party's coverage begins,
- ! Accident caused by practicing a sport as a professional as well as air sports, bobsleigh, skeleton, rock-climbing, ice-hockey, motor sports, scuba diving, etc.
- ! Accidents due to alcoholism, drunkenness, use of medication, drugs or narcotics which are not medically prescribed.
- ! Health cure.



What are my obligations?

Upon taking out the policy:

- Accurately declare the identity of the tenants.
- Provide all the requested supporting documents.
- Pay the premium.

During the contract:

- Declare any new circumstances which may increase the risks taken or create new ones.

In the event of an incident:

- Declare to the Insurer, within five working days, the details of any incident likely to call on one of the benefits and attach all documents useful to the assessment of the incident.



When and how must payments be made?

- The premium is due in advance of the date indicated by the Insurer or their representative.
- The payment is made by bank card, transfer, direct debit or by cheque.



When does coverage start and when does it end?

- The contract comes into force on the reservation date and ends on the date on which the holiday ends as indicated in the rental agreement.
- The contract is agreed upon for a fixed term without automatic renewal.



How can I terminate the contract?

The commitment is firm and definitive, with no possibility of termination or withdrawal (L.112-2-1-II-3° of the French Insurance Code).

