

GENERAL TERMS AND CONDITIONS FOR THE ALPE D'HUEZ RESERVATION CENTRE

PREAMBLE :

This contract is subject to the provisions of the French Code of Tourism which establishes the conditions for the execution of activities related to the organization and the sale of 'holiday stays' and is governed by the law n° 2009-888 of the 22nd July 2009 concerning development and modernization of tourist services. The following terms and conditions form an indivisible whole which constitutes the written contract established in accordance with the provisions in

Article R211-6 of the Code of Tourism, and in the articles 1369-1 to 1369-11 of the Civil Code for provisions related to contracts made via electronic transmission of data and in the article L.121-15-1 of the consumer's code. The prices featured on the internet site can be modified at any time, without notice. These modifications are not applicable to reservations whose availability has already been confirmed by Alpe d'Huez Reservation. Our prices do not include any extra charges for animals, rental costs for sheets etc. Deposit: each rental whether it is a studio or an apartment requires a deposit of which the amount will be stated in the contract. The amount of the deposit is payable directly to the owner/host on the day of arrival. It will be refunded according to the terms and conditions of the rental agreement of each owner/host.

IDENTIFICATION OF THE SELLER

ALPE D'HUEZ RÉSERVATION
Office de Tourisme
51, Route de la Poste - BP 28
38750 ALPE D'HUEZ - FRANCE
N° immatriculation Atout France : IM 038 1600 03
Préfectoral decree n° 2009-10445 du 17/12/2009
N° SIRET : 807 991 120 00013 – Code APE :7990 Z
Financial Guarantee :
APST – 15, avenue - Carnot 75017 PARIS
Liability insurance :
GENERALI / CEDRIC JOUVENCEL ASSURANCES
235 rue des Colporteurs - BP 45
38 520 LE BOURG D'OISANS

1 – RESERVATION

The client can make the booking either online via "alpedhuez.com", or by emailing resa@alpedhuez.com, or by phoning the +33 4 76 11 59 90. The online reservation of a holiday stay concerns users who have previously read and accepted, without any reservations, the entirety of the general terms and conditions of both sale and website. The acceptance of the terms and conditions is agreed with an electronic signature (e-signature) consisting of a box to be validated with a tick as well as the communication of the client's personal details and/or bank details. It is expressly acknowledged that this electronic signature has the same legal value as a handwritten signature between the parties concerned in accordance with the articles 1369- 4 and 1369-9 of the Civil Code. Without the electronic signature, the order cannot be finalized. For sales made over the phone or via email, by validating the booking with one of the holiday advisors, the client expressly accepts the general terms and conditions of sale of the contract to be signed. In that respect, it is the client's responsibility to make sure that the details communicated while carrying out the reservation are correct. Those details will enable the reception of the booking confirmation email. In the hypothesis that the confirmation is not received the client will need to contact back Alpe d'Huez Reservation. Under no circumstances can Alpe d'Huez Reservation be held responsible if the booking confirmation is not received due to an error made by the client while communicating the personal details. The reservations that are made on this website are accepted by the accommodation hosts/owners or service providers subject to their availabilities, offers/deals; these bookings may be refused in the event of unavailability. The products/holidays offered are dealt within real time. We would like to draw the client's attention to the fact that the product presented at a certain price may become unavailable if several users are connected to the website at the same time and are interested in the same product. The first user to carry out a reservation will have priority. If a reservation cannot be honored by Alpe d'Huez Reservation due to unavailability of the product, the client will be

informed via email in the 48 hours following the reservation and any sum of money already transferred by the client at the time of reservation will immediately be refunded unless the client prefers to choose another service/holiday stay of an equivalent quality, wherever this is possible. The contract of reservation is concluded between the 2 parties and notification of any modifications concerning the client must be transmitted to the seller via email at least 7 days before the beginning of the holiday. Alpe d'Huez Reservation reserves the right to claim for an administration fee following this modification. The exact time when the accommodation becomes available and at what time the client is required to vacate the property on the last day, it varies on the individual accommodation; this information is expressly mentioned in the booking confirmation and in the contract of reservation.

2 – PRICES

Our prices include all utilities (water, electricity and heating unless otherwise mentioned in the description) and the city tax, and with exception to the administration fee, the insurance costs (optional) payable at the time of reservation. The city tax is between 0.85 euros and 3.30 euros per night/ adult depending on the category of accommodation (free for under 18 years old).

Our prices serve as a guideline and we will not be held responsible for any errors or omissions. In the eventuality of a rise in VAT (TVA) or any new taxes that may affect the price, Alpe d'Huez Reservation reserves the right to implement the rise in tariff, without notice.

The reservation of a holiday only takes effect from the moment that the amount requested is received either by our secure online payment system or by any other means of payment. On reception of this sum, Alpe d'Huez Reservation considers that the client accepts the terms and conditions, the services provided and the price of the holiday stay. The client cannot and shall not claim to have been misled. The client entered the data. The total number of people (adults and children) occupying the accommodation cannot be superior to the total number of beds which mentioned in the accommodation's description.

The accommodation owner reserves the right to refuse access to the accommodation at any offender or ask to pay for an extra charge per additional person (the amount will be decided by the accommodation owner).

Deposit : each rental of a studio or apartment requires a deposit, which amount will be shown on the contract. The amount of the deposit can be paid directly to the property owner/host on the day of the arrival (see terms and conditions of the property owner).

The deposit will be refunded according to the terms and conditions of the rental agreement of each owner/host.

3 – CONDITIONS OF PAYMENT

Payment is to be made out to ALPE D'HUEZ RESERVATION and attached to the completed rental agreement contract. Reservations made over 30 days before the date of the stay require a deposit of 30%, the balance being due at least 30 days before the beginning of the stay.

Reservations made less than 30 days before the date of the stay require the entire amount stated in the contract to be paid. A confirmation of the reservation will be sent as soon as the deposit has been received or, where applicable, the complete payment. If using our online secure payment system, the agreement with the "Bank card payment network" (Réseau de cartes bancaires) and the internet speed on the clients bank account means that the order comes into effect after confirmation of the availability by Alpe d'Huez Reservation. In the event of refusal from the 'Bank card payment network', Alpe d'Huez Reservation reserves the right to cancel the reservation. The link for balance payment will be sent to you by an automatic email one month before your arrival.

In the event of payment by French check (with a French bank), the client must write down the reservation number on the back of the check, and make the check payable to Alpe d'Huez Reservation, and address it to: Alpe d'Huez Reservation, Office de Tourisme – 51, route de la poste – BP 28 – 38750 Alpe d'Huez. Payment by cheque must be made at least 30 days before the date of the holiday stay. In the event of paying via a bank transfer, the client must phone +

33(4) 76 11 59 90 or send an email to resa@alpedhuez.com to obtain the IBAN number if the client resides abroad. The reservation will be taken into account depending on availability at the time of the reception of the deposit or on reception of the entire amount due. When paying with any method of payment, Alpe d'Huez Reservation reserves the right to ask the client for a copy of the identity card, a telephone number at which the client could be contacted as well as the details of the bank that manages the debit or credit card or bank account. In the case of non-payment on the due dates, the contract could be terminated by Alpe d'Huez Reservation without the client being able to claim for any kind of reimbursement for any sums already transferred or for any other sort of indemnity.

4 – RESPONSIBILITY

In the event of one of the suppliers/service providers failing to fulfil its obligations during the client's stay, Alpe d'Huez Reservation will do its utmost to find an alternative of an equivalent nature to the original. Alpe d'Huez Reservation shall, under no circumstances be held liable in the eventuality of a service/services not being deliverable due to force majeure events. Likewise Alpe d'Huez Reservation shall not be held responsible for the reduction or suppression of activities and tourist services offered on its website and/or by its local businesses/services (cinemas, shows, day care, sport shops, shops.etc) during the low season.

5 – CONDITIONS OF CANCELLATION

1°) Legal conditions of cancellation according to Articles R. 211-9, R. 211- 10 et R. 211-11 of the Code of Tourism.

2°) Contractual Conditions in case of cancellation the following fees will be withheld :

- Over 30 days before the holiday stay : 30 % of the total amount of the holiday stay, (the deposit.)
- Between 30 and 16 days before the holiday stay : 50 % of the total cost of the holiday stay.
- Between 15 and 8 days before the holiday stay: 75 % of the total cost of the holiday stay.
- Less than 8 days or no show: 100 % of the total cost of the holiday stay.

Covid : see property owner conditions

6 – CANCELLATION INSURANCE

Alpe d'Huez Reservation suggests that clients subscribe to EUROPE ASSISTANCE, a cancellation insurance which covers cancellation and interruption of a holiday stay, and a liability on property's damage. The terms of the insurance coverage and exclusions are detailed in the insurance policy (<https://esf.eclaims.europ-assistance.com/coverage>). The cost of insurance is 3.7% of the value of the rental price. This amount is mentioned in the reservation contract. The insurance can only be taken out when the reservation dossier is set up and it only covers the services booked by the client on that date. To ensure that any claims for reimbursement are covered, the claim should be forwarded to the insurers within the specific time frame stated in the insurance contract. The claim must be accompanied by the relevant documentary evidence asked for by the insurance company.

Non-subscription to cancellation insurance offered by Alpe d'Huez Reservation means the client will not be able to claim for any type of reimbursement for the holiday stay if is the client that cancels the stay.

The dossier fees and cancellation insurance are not refundable.

7 – CONTESTATIONS, PURSUIT OF CLAIMS, LITIGATION

All claims, contestations or litigation related to the holiday stay must be addressed to Alpe d'Huez Reservation by registered mail at the very latest one month after the date of the client's return home. Any claims addressed after this date will not be taken into consideration. The resulting answer to the claim will depend on an inquiry which would take place with the accommodation host/owner or service provider.