

## General terms of sale for private individuals

**Booking and down payment:** in order to validate their booking, the customer must fully and properly complete the documents / “contact details input” page, accept the general terms of sale, pay the amount of the down payment and confirm their booking / click on “Confirm my booking”.

The amount of the down payment must be paid within seven (7) days at the most following the date of the request for booking. After that time, no availability can be guaranteed. The down payment amounts to 30% of the amount due. By clicking on the link to pay your down payment you validate the rental contract as well as the general terms of sale. This counts as signing the contract. The booking is definitively confirmed when the tenant receives the document entitled “booking confirmation” (sent to the email address indicated in the contact details).

The balance of the payment must be paid at the latest 30 days before the date of arrival for all contracts. Non-payment of the balance at least 30 days before the date of arrival leads to cancellation of the contract.

In the case of a booking made less than one month before the start date the totality of the amount is payable at the time of booking.

The prices indicated in brochures and on the website are given in euros, including all taxes except tourist tax. They are given as an indication and are subject to change by our hosts and service providers. Their definitive amount will be indicated in the rental contract or when looking for the booking availabilities on line.

### Cancellation charges:

Before the 30<sup>th</sup> day preceding the rental start date: 30% of the amount of the stay.

After the 30<sup>th</sup> day preceding the rental start date: totality of the amount of the stay.

Any modification concerning the accommodation will, unless otherwise previously agreed by the Office de Tourisme de Samoëns, be considered to be a cancellation and will therefore be subject to the same charges.

Cancellation insurance is proposed at the time of booking.

Rental charges and tourist tax: the rates include all charges (water, electricity, heating). A tourist tax applies in the resort and is not included in our prices.

**Internal regulations:** in the case of renting in an apartment building, the customer shall comply, as the occupant of the place, with the residence’s internal regulations. These regulations will be posted or notified to the customer by the owner.

**Sleeping arrangements:** the premises must not be occupied by a number of people greater than that indicated by the contract, except where otherwise previously agree by the owner (children above the age of one are counted). Where applicable, the owner may apply a surcharge or refuse entry to the premises.

**Guarantee deposit:** a guarantee deposit of an amount set by the owner and indicated in the rental contract may be demanded on entry into the premises. Any breakage or damage will be deducted from this guarantee deposit, as will any housekeeping charges if the premises are not left in good condition. Otherwise, the guarantee deposit will be returned within ten days following departure.

**Sheets and household linen:** unless otherwise indicated in the rental contract, the supply of sheets and household linen is not included in the amount of the rental (possibility of hiring).

**Complaints:** any complaints or disputes must reach us at the latest one month after the date of the end of the stay. After that time, the complaint will not be taken into account. Failing a satisfactory reply within 30 days, you may submit it to the tourism arbitrator whose contact details and submittal procedures are available on the following website: [www.mtv.travel](http://www.mtv.travel). The Office de Tourisme de Samoëns may not be held liable at the time of any cancellation or modification of booked services further to a case of force majeure nor if certain services provided by the resort but not booked through our intermediary are withdrawn.

**Art. 95** Subject to the exclusions stipulated in the second paragraph (a and b) of article 14 of the aforementioned law dated 13 July 1992, any offer and any sale of travel or holiday services give rise to the issue of appropriate documents that satisfy the rules defined by this heading. In the case of the sale of air transport tickets or of tickets on regular lines that are not accompanied by services linked to those transport services, the seller issues the buyer one or more tickets for the totality of the journey issued by the carrier or under its responsibility. In the case of demand responsive transport, the name and address of the carrier, on whose account the tickets are issued, must be mentioned. Separate invoicing of the various elements of any given tourism package does not release the seller from the obligations imposed on it by this heading.

**Art. 96** Prior to the conclusion of the contract and on the basis of a written document, including its corporate name, address and the indication of its administrative authorisation to operate, the seller must submit to the consumer the information on the prices, dates and other elements comprising the services provided at the time of the journey or stay such as: 1 – The destination, means, characteristics and categories of transport used. 2 – The type of accommodation, its location, level of comfort and main characteristics, its approval and tourism classification corresponding to the host country's regulations or practices. 3 – The meals provided. 4 – The description of the itinerary in the case of a tour. 5 – The administrative and health formalities to be completed in the case, in particular, of frontiers being crossed, as well as their accomplishment deadlines. 6 – The visits, excursions and other services included in the package or that may be available against payment of an additional charge. 7 – The minimum or maximum size of the group enabling the accomplishment of the journey or stay as well as, if the journey or stay is contingent on a minimum number of participants, the limit date for informing the consumer in the case of cancellation of the journey or stay. This date may not be less than twenty-one days before the departure. 8 – The amount or percentage of the price to be paid as a down payment on conclusion of the contract along with a payment schedule for the balance. 9 – The price revision rules that are stipulated by the contract pursuant to article 100 of this decree. 10 – The cancellation conditions of a contractual nature. 11 – The cancellation conditions defined in articles 101, 102 and 103 hereinafter. 12 – The provisions concerning the risks covered and the amount of the guaranties taken out in respect of the insurance policy covering the consequences of the professional civil liability of travel agencies and the civil liability of associations and not-for-profit organisations and local tourism organisations. 13 – The information concerning the optional taking out of an insurance policy covering the consequences of certain cases of cancellation or an insurance policy covering certain specific risks, particularly the costs of repatriation in the case of accident or illness.

**Art 97** The prior notification of the consumer is binding on the seller unless the seller has expressly reserved the right in its notification to modify certain elements of said notification. The seller must, in this case, clearly indicate to what extent this modification may be made and on what elements. In any event, the modifications made to the prior notification must be given in writing to the consumer before conclusion of the contract.

**Art 98** The contract concluded between the seller and the buyer must be drawn up in writing in duplicate, one copy of which shall be submitted to the buyer and signed by both parties. It must include the following clauses: 1 – The name and address of the seller, of its guarantor and insurance company as well as the name and address of the organiser. 2 – The destination or destinations of the journey and, in the case of fragmented stays, the different periods and their dates. 3 – The means, characteristics and categories of transport used, the departure and return dates, times and places. 4 – The type of accommodation, its location, its level of comfort and its main characteristics, its tourism classification in accordance with the host country's regulations and practices. 5 – The number of meals provided. 6 – The itinerary in the case of a tour. 7 – The visits, excursions or other services included in the total price of the journey or stay. 8 – The total price of the services invoiced as well as the indication

of any possible revision of this invoicing pursuant to the provisions of article 100 hereinafter. 9 – The indication, if applicable, of any fees or taxes relative to certain services such as landing or embarkation fees in ports and airports, tourist taxes when they are not included in the price of the service(s) provided. 10 – The price payment schedule and methods. In any event, the last instalment paid by the buyer may not be lower than 30% of the price of the journey or stay and must be paid at the time of the handover of the documents making it possible to accomplish the journey or stay. 11 – Any special conditions requested by the buyer and accepted by the seller. 12 – The procedures whereby the buyer may submit a complaint to the seller for non-execution or unsatisfactory execution of the contract, said complaint must be sent as soon as possible by recorded delivery letter to the seller and, where applicable, notified in writing to the organiser of the journey and to the service provider concerned. 13 – The limit date for informing the buyer in the case of cancellation of the journey or stay by the seller in the case where the journey or stay is subject to a minimum number of participants, pursuant to the provisions of 7 of article 96 above. 14 – The cancellation conditions of a contractual nature. 15 – The cancellation conditions stipulated in articles 101, 102 and 103 below. 16 – The details concerning the risks covered and the amount of the guarantees with respect to the insurance policy covering the consequences of the seller's professional civil liability. 17 – The indications concerning the insurance policy covering the consequences of certain cases of cancellation taken out by the buyer (policy number and name of the insurance company) as well as those concerning the assistance policy covering certain specific risks, notably the costs of repatriation in the case of an accident or illness. In this case, the seller must give the buyer a document at least detailing the risks covered and those excluded. 18 – The limit date for informing the seller in the case of a transfer of the policy by the buyer. 19 – The undertaking to provide the buyer in writing at least ten days before the scheduled departure date, with the following information: a) The name, address and phone number of the seller's local representation or, failing that, the names, addresses and phone numbers of the local organisations that should be able to assist the consumer in the case of difficulty or, failing that, the call number making it possible to establish emergency contact with the seller. b) For journeys and stays of minors abroad, a phone number and an address making it possible to establish a direct contact with the child or the person in charge at the place where the child is staying.

**Art. 99** The buyer may transfer their contract to an assignee who meets the same conditions as them for making the journey or the stay provided this contract has not come into effect. Unless there is a stipulation more favourable to the assignor, the latter must inform the seller of their decision by recorded delivery letter at the latest seven days before the start of the journey. When it concerns a cruise, this time is increased to fifteen days. This transfer is not in any case subject to the prior authorisation of the seller.

**Art. 100** When the contract expressly includes the possibility of a price revision, within the limits stipulated in article 19 of the aforementioned law dated 13 July 1992, it must mention the precise methods for calculating, whether upwards or downwards, the price variations and, in particular, the amount of the transport expenses and their related taxes, the currency or currencies that could have an impact on the price of the journey or stay, the part of the price to which the variation applies, the exchange rate for the currency or currencies taken as baseline when establishing the price indicated in the contract.

**Art. 101** When, before the buyer's departure, the seller finds itself forced to make a change to one of the essential elements of the contract such as a significant increase in the price, the buyer may, without prejudice to any claim for any damages that may have been suffered, and after having been informed by the seller by recorded delivery letter: - either terminate their contract and obtain without any penalty the immediate reimbursement of the sums paid; - or accept the modification or the replacement journey proposed by the seller; an amendment to the contract detailing the changes made is then signed by the parties; any reduction in the price is deducted from the outstanding sums that may be owed by the buyer and, if the payment already made by the latter exceeds the price of the modified service, the excess payment must be refunded before their departure date.

**Art. 102** In the case stipulated by article 21 of the aforementioned law dated 13 July 1992, when, before the buyer's departure, the seller cancels the journey or stay, it must inform the buyer by recorded delivery letter, and the buyer, without prejudice to any claim for any damages that may have been suffered, obtains from the seller the immediate reimbursement of the sums paid without any penalty, and in this case the buyer receives an indemnity at least equal to the penalty that they would have had to pay if the cancellation had been made by them on that date. The



provisions of this article do not in any event create any obstacle to the conclusion of an amicable agreement whose aim is the acceptance by the buyer of a replacement journey or stay proposed by the seller.

**Art. 103** When, after the buyer's departure, the seller finds itself unable to provide a preponderant part of the services provided for in the contract representing a non-negligible percentage of the price paid by the buyer, the seller must immediately take the following steps without prejudice to any claim for any damages that may have been suffered: - either propose services to replace the planned services while bearing any price supplements and, if the services accepted by the buyer are of lower quality, the seller must reimburse to them on their return the price difference; - or, if it cannot propose any replacement services or if they are rejected by the buyer for valid reasons, provide the buyer, without any price supplement, transport tickets for ensuring their return under conditions that can be considered to be equivalent to the departure place or to another place accepted by both parties.

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